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No. 15] NEW DELHI, APRIL 14—APRIL 20, 2024, SATURDAY/CHAITRA 25—CHAITRA 31, 1946

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 12 जनवरी, 2024

का.आ. 698.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (4) के साथ पठित उक्त अधिनियम की धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री माइकल देवव्रत पात्रा (जन्म तिथि: 29.9.1960) को दिनांक 15.1.2024 से एक और वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक में उप गवर्नर के पद पर पुनः नियुक्त करती है।

[ई. फा. सं. 1/2/2023-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 12th January, 2024

S.O. 698.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 8 of The Reserve Bank of India Act, 1934, read with sub-section (4) of section 8 thereof, the Central Government hereby re-appoints Shri Michael Debabrata Patra (Date of Birth: 29.9.1960) as Deputy Governor, Reserve Bank of India for a further period of one year with effect from 15.1.2024, or until further orders, whichever is earlier.

[eF. No. 1/2/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 30 जनवरी, 2024

का.आ. 699.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) के परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा इण्डियन ओवरसीज बैंक के कार्यपालक निदेशक श्री संजय विनायक मुदलियार को उनके कार्य-भार ग्रहण करने की तारीख से उनकी कार्यावधि की शेष अवधि तक अर्थात् दिनांक 31.12.2025 तक या अगले आदेशों तक, जो भी पहले हो, बैंक आफ बड़ौदा में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[ई. फा.सं. 4/1(i)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 30th January, 2024

S.O. 699.—In exercise of the powers conferred by the proviso to clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby posts Shri Sanjay Vinayak Mudaliar, Executive Director, Indian Overseas Bank as Executive Director in Bank of Baroda with effect from his taking over charge for the remainder of his term i.e. upto 31.12.2025, or until further orders, whichever is earlier.

[eF. No. 4/1(i)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 30 जनवरी, 2024

का.आ. 700.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) के परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा बैंक आफ बड़ौदा के कार्यपालक निदेशक श्री जॉयदीप दत्ता रॉय को उनके कार्य-भार ग्रहण करने की तारीख से उनकी कार्यावधि की शेष अवधि तक अर्थात् दिनांक 20.10.2024 तक या अगले आदेशों तक, जो भी पहले हो, इण्डियन ओवरसीज बैंक के कार्यपालक निदेशक के पद पर नियुक्त करती है।

[ई. फा.सं. 4/1(ii)/2024-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 30th January, 2024

S.O. 700.—In exercise of the powers conferred by the proviso to clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby posts Shri Joydeep Dutta Roy, Executive Director, Bank of Baroda as Executive Director in Indian Overseas Bank with effect from his taking over charge for the remainder of his term i.e. upto 20.10.2024, or until further orders, whichever is earlier.

[eF. No. 4/1(ii)/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 21 फरवरी, 2024

का.आ. 701.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 5(1) और 9(2)(ख) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ज) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री एम. आर. कुमार (जन्म तिथि: 13.6.1961) को अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ इंडिया के बोर्ड में गैर-कार्यकारी अध्यक्ष और अंशकालिक गैर-सरकारी निदेशक के पद पर नियुक्त करती है।

[फा. सं. 6/26(i)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 21st February, 2024

S.O. 701.—In exercise of powers conferred under clause (h) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 5(1) and 9(2)(b) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri M.R. Kumar (DoB: 13.6.1961) as part-time Non-Official Director as well as Non-Executive Chairman on the Board of Bank of India, for a term of three years, from the date of notification, or until further orders, whichever is earlier.

[F. No. 6/26(i)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 21 फरवरी, 2024

का.आ. 702.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 5(1) और 9(2)(ख) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ज) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री श्रीनिवासन श्रीधर (जन्म तिथि: 3.5.1960) को अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इण्डियन ओवरसीज बैंक के बोर्ड में गैर-कार्यकारी अध्यक्ष और अंशकालिक गैर-सरकारी निदेशक के पद पर नियुक्त करती है।

[फा. सं. 6/26(ii)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 21st February, 2024

S.O. 702.—In exercise of powers conferred under clause (h) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 5(1) and 9(2)(b) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Srinivasan Sridhar (DoB: 3.5.1960) as part-time Non-Official Director as well as Non-Executive Chairman on the Board of Indian Overseas Bank, for a term of three years, from the date of notification, or until further orders, whichever is earlier.

[F. No. 6/26(ii)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 21 फरवरी, 2024

का.आ. 703.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 5(1) और 9(2)(ख) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ज) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अरवमुदन कृष्ण कुमार (जन्म तिथि: 18.11.1954) को अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूको बैंक के बोर्ड में गैर-कार्यकारी अध्यक्ष और अंशकालिक गैर-सरकारी निदेशक के पद पर नियुक्त करती है।

[फा. सं. 6/26(iii)/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 21st February, 2024

S.O. 703.—In exercise of powers conferred under clause (h) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 5(1) and 9(2)(b) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri Aravamudan Krishna Kumar (DoB: 18.11.1954) as part-time Non-Official Director as well as Non-Executive Chairman on the Board of UCO Bank, for a term of three years, from the date of notification, or until further orders, whichever is earlier.

[F. No. 6/26(iii)/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 27 मार्च, 2024

का.आ. 704.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री निधु सक्सेना के बैंक आफ महाराष्ट्र में एमडी एंड सीईओ के पद पर चयन होने के परिणामस्वरूप उनके द्वारा यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक का पद त्याग करने की तारीख को या उसके पश्चात श्री निधु सक्सेना के स्थान पर पंजाब एंड सिंध बैंक के महाप्रबंधक श्री पंकज द्विवेदी (जन्म तिथि: 2.6.1970) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक आफ इंडिया में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[ई फा.सं. 4/3/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 27th, March, 2024

S.O. 704.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Central Government hereby appoints Shri Pankaj Dwivedi (DoB: 2.6.1970), General Manager, Punjab & Sind Bank as Executive Director (ED), Union Bank of India, vice Shri Nidhu Saxena, consequent upon his selection as MD&CEO, Bank of Maharashtra, for a period of three years, with effect from the date of assumption of office, on or after the date of relinquishment of the post of Executive Director, Union Bank of India by Shri Nidhu Saxena, or until further orders, whichever is earlier.

[eF. No. 4/3/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 27 मार्च, 2024

का.आ. 705.—बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री ए. एस. राजीव के केन्द्रीय सतर्कता आयोग में सतर्कता आयुक्त के पद पर चयन के परिणामस्वरूप, उनके स्थान पर यूनियन बैंक आफ इंडिया के कार्यपालक निदेशक श्री निधु सक्सेना (जन्म तिथि: 10.6.1968) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ महाराष्ट्र में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एंड सीईओ) के पद पर नियुक्त करती है।

[ई फा. सं. 4/3/2023-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 27th, March, 2024

S.O. 705.—In exercise of powers conferred by the proviso to clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, Central Government hereby appoints Shri Nidhu Saxena (DoB: 10.6.1968), Executive Director (ED), Union Bank of India as Managing Director and Chief Executive Officer (MD & CEO) of Bank of Maharashtra, vice Shri A.S. Rajeev, consequent upon his selection as Vigilance Commissioner in Central Vigilance Commission, for a period of three years with effect from the date of assumption of office, or until further orders, whichever is earlier.

[eF. No. 4/3/2023-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 706.—केन्द्रीय सरकार को पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें पश्चात् उक्त अधिनियम कहा गया है की धारा 3 की उपधारा (1) के अधीन जारी की गई, भारत सरकार के का.आ. संख्या 2670(अ) दिनांक 13.06.2023, राजपत्र संख्या 2557 दिनांक 16.06.2023 के पेट्रोलियम, अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, आंध्र प्रदेश राज्य में श्रीकाकुलम जिला में श्रीकाकुलम से अंगुल पाइपलाइन(एसएपीएल) के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा पाइपलाइन बिछाई के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और भारत सरकार, ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) प्रदत्त शक्तियों का प्रयोग करते हुए, यहाँ घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

श्रीकाकुलम-अंगुल पाइपलाइन (एसएपीएल) परियोजना					
भूमि अनुसूची					
जिला-श्रीकाकुलम		राज्य : आंध्र प्रदेश			
मंडल का नाम	गाँव का नाम	सर्वे नं०	क्षेत्रफल		
			हेक्टर	आरे	वर्ग मीटर
श्रीकाकुलम	गुडम	243/3	00	3	32
		243/2	00	0	11
		242/4	00	8	63
		242/3	00	13	24
		259	00	49	95
		258/24	00	0	9
		258/25	00	0	1
		261/1A	00	9	62
		261/1B1	00	0	95
		261/1B	00	19	62
		261/1C	00	1	77

[फा. सं. एल-14014-2-2023-जीपी-II(ई-45875)]

रामजी लाल मीना, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 5th, April, 2024

S.O. 706.—Whereas by Notification of Government of India, in Ministry of Petroleum & Natural Gas vide S.O. No. 2670(E) dated 13.06.2023; issued under sub - section (1) of section 3 of the Petroleum & Minerals Pipelines (Acquisition of right of users in land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India No . 2557, dated 16.06.2023, and respectively in the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that notification for the purpose of laying Pipeline form SAPL Srikakulam to Angul in Srikakulam District in State of Andhra Pradesh by GAIL (India) Limited; Srikakulam

And whereas copies of the said Gazette notification were made available to the public;

And whereas the Competent Authority has, under sub-section (1) of section (6) of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub section (1) of section (6) of the said Act, the Government of India hereby declares that the Right of User in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of powers conferred by sub section (4) of the Section (6) of the said Act, Government of India hereby directs the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on the this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SRIKAKULAM- ANGUL PIPELINE (SAPL) PROJECT					
LAND SCHEDULE					
District-Srikakulam		State: Andhra Pradesh			
Name of Mandal	Name of Village	Survey no.	Area		
			Hector	Are.	Sq.mtr.
Srikakulam	Gudem	243/3	00	3	32
		243/2	00	0	11
		242/4	00	8	63
		242/3	00	13	24
		259	00	49	95
		258/24	00	0	9
		258/25	00	0	1
		261/1A	00	9	62
		261/1B1	00	0	95
		261/1B	00	19	62
		261/1C	00	1	77

[F. No. L-14014-2-2023-GP-II(E-45875)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 707.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4969(अ) तारीख 26.10.2023 जो भारत के असाधारण राजपत्र तारीख 17.11.2023 में प्रकाशित की गयी थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा मध्य प्रदेश राज्य में मुम्बई – नागपुर – झारसुगुडा प्राकृतिक गैस पाइपलाइन के खंड नागपुर - जबलपुर पाइपलाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

मुम्बई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइपलाइन						
अनुभाग-नागपुर-जबलपुर						
राज्य : मध्य प्रदेश						
जिला	तहसील	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्गमीटर
1	2	3	4	5		
छिंदवाड़ा	मोहखेड़	अर्जुनवाडी	413/1	00	04	27
छिंदवाड़ा	मोहखेड़	कुकड़ाचिमन	415/2	00	16	58
छिंदवाड़ा	मोहखेड़	हिवरावासुदेव	270/3	00	00	97
छिंदवाड़ा	सौंसर	घोटी	149/4	00	01	62
			149/7	00	07	40
			149/3	00	03	97
छिंदवाड़ा	सौंसर	घोघरी	41/11	00	26	78
छिंदवाड़ा	छिंदवाड़ा	बोहना	81/2	00	21	62
			173/3	00	01	45
			156/1	00	10	80
			156/2	00	00	73
			172/2	00	12	19
			172/1	00	05	31
छिंदवाड़ा	चौरई	जमुनिया	341/1/5	00	12	75
			350/2	00	03	60
सिवनी	सिवनी	कन्हरगाँव	265/3	00	12	39
सिवनी	छपारा	पिपरिया	60/5	00	01	52

[फा. सं. एल-14014/82/2022-जीपी-II(ई-42552)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 5th, April, 2024

S.O. 707.—Whereas by notification of Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4969 (E) dated 26.10.2023 issued under sub- section (1) of Section 3 of the Petroleum and Minerals

Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated 17.11.2023 the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through **Nagpur – Jabalpur Pipeline section of Mumbai – Nagpur – Jharsuguda Pipeline Project** in the State of **Madhya Pradesh** by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section- Nagpur – Jabalpur						
SCHEDULE						
State : Madhya Pradesh						
District	Tehsil	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Chhindwara	Mohkhed	Arjunwadi	413/1	00	04	27
Chhindwara	Mohkhed	KukadaChiman	415/2	00	16	58
Chhindwara	Mohkhed	Hiwara Wasudeo	270/3	00	00	97
Chhindwara	Sausar	Ghoti	149/4	00	01	62
			149/7	00	07	40
			149/3	00	03	97
Chhindwara	Sausar	Ghoghri-6	41/11	00	26	78
Chhindwara	Chhindwara	Bohna	81/2	00	21	62
			173/3	00	01	45
			156/1	00	10	80
			156/2	00	00	73
			172/2	00	12	19
			172/1	00	05	31
Chhindwara	Chaurai	Jamuniya	341/1/5	00	12	75
			350/2	00	03	60
Seoni	Seoni	Kanhargaon	265/3	00	12	39
Seoni	Chhapara	Pipariya	60/5	00	01	52

[F. No. L-14014/ 82 /2022 -GP-II(E- 42552)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 708.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2605(अ) तारीख 05.06.2023 जो भारत के असाधारण राजपत्र तारीख 13.06.2023, में प्रकाशित की गयी थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में मुंबई – नागपूर – झारसुगुडा प्राकृतिक गैस पाइपलाइन के खंड नागपूर – जबलपुर पाइपलाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइप लाइन						
अनुभाग - नागपुर-जबलपुर						
राज्य : महाराष्ट्र						
जिला	तालुका	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5		
नागपुर	कलमेश्वर	गौंडखैरी	351	00	00	39
			339	00	28	79
			395	00	38	16
नागपुर	कलमेश्वर	सोनोली	484	00	37	03
			481	00	21	10
			466	00	19	64
			467	00	00	01
			465	00	10	69
			431	00	06	40
			430	00	05	10
			429	00	02	76
			374	00	10	83
			373	00	22	65
			375	00	13	41
			376	00	10	50
			377	00	05	54
			380	00	38	72
			381	00	11	22
			357	00	06	32
			356	00	04	69
			353	00	26	73
			355	00	00	83

[फा. सं. एल-14014/82/2022-जीपी-II (ई-42552)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 5th, April, 2024

S.O. 708.—Whereas by Notification of Government of India, in Ministry of Petroleum & Natural Gas vide S.O. No. 2605(E) dated 05.06.2023; issued under sub - section (1) of section 3 of the Petroleum & Minerals Pipelines

(Acquisition of right of users in land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated 13.06.2023, the Government of India declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying Pipeline for transportation of natural gas through Mumbai – Nagpur – Jharsuguda (Section:- Nagpur - Jabalpur) pipeline in the State of Maharashtra by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And whereas the objections received from the public to the laying of the pipeline have been considered of by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section (6) of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub section (1) of section (6) of the said Act, the Government of India hereby declares that the Right of User in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of powers conferred by sub section (4) of the Section (6) of the said Act, Government of India hereby directs the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on the this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section - Nagpur - Jabalpur						
SCHEDULE						
State : Maharashtra						
District	Taluka	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Nagpur	Kalmeshwar	Gondkhairi	351	00	00	39
			339	00	28	79
			395	00	38	16
Nagpur	Kalmeshwar	Sonoli	484	00	37	03
			481	00	21	10
			466	00	19	64
			467	00	00	01
			465	00	10	69
			431	00	06	40
			430	00	05	10
			429	00	02	76
			374	00	10	83
			373	00	22	65
			375	00	13	41
			376	00	10	50
			377	00	05	54
			380	00	38	72

	381	00	11	22
	357	00	06	32
	356	00	04	69
	353	00	26	73
	355	00	00	83

[F. No. L-14014/82/2022-GP-II (E-42552)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 709.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 4978 (अ) तारीख 26.10.2023 जो भारत के असाधारण राजपत्र तारीख 17.11.2023 में प्रकाशित की गयी थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा मध्य प्रदेश राज्य में मुम्बई – नागपुर – झारसुगुडा प्राकृतिक गैस पाइपलाइन के खंड नागपुर - जबलपुर पाइपलाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

मुम्बई—नागपुर—झारसुगुडा प्राकृतिक गैस पाइपलाइन						
अनुभाग—नागपुर—जबलपुर						
राज्य : मध्य प्रदेश						
जिला	तहसील	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्गमीटर
1	2	3	4	5		
छिंदवाड़ा	सौंसर	घड़ेलामाल	105/1	00	02	13
			135/2/1	00	01	79
			135/1	00	07	40
छिंदवाड़ा	सौंसर	देवी	58/1	00	05	14

छिंदवाड़ा	सौसर	आलेसुर	207/6	00	02	66
छिंदवाड़ा	सौसर	बिछुआबग्गु	177/1	00	01	55
			258/7	00	02	08
छिंदवाड़ा	सौसर	जिरोला	164/1	00	35	70
			52	00	02	69
			76/7	00	10	81
			76/3	00	12	15
			76/5	00	12	62
छिंदवाड़ा	सौसर	बाड़ेगाँव	57/1	00	02	93
			57/4	00	01	45
छिंदवाड़ा	सौसर	घोटी	253/2	00	00	82
			254	00	00	28
			257/1	00	16	40
			184	00	00	40
			116/1	00	00	50
			115/2	00	02	52
छिंदवाड़ा	सौसर	रंगारीसोपर	292	00	09	58
			207	00	03	31
			260	00	12	02
			130	00	01	85
छिंदवाड़ा	सौसर	रंगारीठोका	247	00	04	84
			205	00	02	38
			93/3	00	01	08
			93/4	00	01	09
छिंदवाड़ा	सौसर	सांवगा	376/1	00	06	50
			377/3	00	02	99
			156/1	00	09	20
			161/2	00	02	10
			42/1	00	04	32
			40/2	00	02	05
			29/6	00	02	50
			28/2	00	01	69
छिंदवाड़ा	सौसर	रजाडीबोरगाँव	107/2	00	00	23
			129	00	21	08
			70/1	00	04	00

			72/1	00	11	63
			71	00	04	95
छिंदवाड़ा	सौंसर	दुधालाकाला	107	00	03	52
छिंदवाड़ा	सौंसर	दुधालाखुर्द	163	00	02	54
			160/2	00	05	71
छिंदवाड़ा	बिछुआ	भिमालगोदी	85/3	00	04	83
			97/1	00	00	50
छिंदवाड़ा	बिछुआ	खदवेली	5/3	00	00	32
			29/2	00	00	06
छिंदवाड़ा	बिछुआ	मोहपानी बिसा	15/2	00	00	59
			15/3	00	00	92
			15/4	00	00	90
छिंदवाड़ा	बिछुआ	मोहपानीमाल	241/6	00	04	51
छिंदवाड़ा	मोहखेड़	जमुनियाबडी	134	00	01	95
छिंदवाड़ा	मोहखेड़	जमुनियामाल	86/5	00	10	58
छिंदवाड़ा	मोहखेड़	रंगारीतालाब	92/2	00	10	00
			87/10	00	00	73
			80/1	00	02	52
			66/1	00	00	24
छिंदवाड़ा	मोहखेड़	तारा	71/1	00	02	11
छिंदवाड़ा	मोहखेड़	बोथिया	12/2	00	10	78
			13/4	00	15	00
छिंदवाड़ा	मोहखेड़	बिसापुर खुर्द	309/2	00	00	20
			309/3	00	04	75
			233/2	00	01	42
			236/2	00	06	43
			221	00	01	40
			217	00	02	01
			210	00	01	01
			189/8	00	04	16
छिंदवाड़ा	मोहखेड़	बिसापुरकलाँ	329/3	00	01	95
			330/4	00	04	42
			139/1	00	00	71
			139/3	00	00	78

			179/1	00	01	45
			180	00	02	74
			174	00	02	18
			196/14	00	01	83
			201/1/2	00	04	47
			202/1	00	01	21
			67/5	00	00	98
			48/3	00	02	14
			43/1	00	02	01
			16	00	01	99
			9/1	00	01	70
छिंदवाड़ा	मोहखेड़	लोनिया	521	00	00	85
			519/1	00	03	29
			504	00	01	11
			500/1	00	03	14
			503/8	00	01	55
छिंदवाड़ा	मोहखेड़	लेंदाघोंदी	166/1	00	03	34
			166/10	00	07	81
			166/3	00	08	57
			166/2	00	01	31
			158/2	00	04	10
			158/3	00	10	90
			154	00	01	09
			155/4	00	01	49
			104/2	00	00	76
छिंदवाड़ा	मोहखेड़	अर्जुनवाडी	475	00	02	78
			461/1	00	01	57
			562/3	00	02	49
छिंदवाड़ा	मोहखेड़	कुकड़ाचिमन	410	00	00	87
			413/1	00	01	64
			416/3	00	01	38
			342/9	00	01	23
			342/7	00	02	26
छिंदवाड़ा	छिंदवाड़ा	मालहनवाड़ा	426/4	00	10	18

			425/3	00	01	37
छिंदवाड़ा	छिंदवाड़ा	भानादेई	42/4	00	03	87
			42/6	00	02	00
			196/5	00	03	19
छिंदवाड़ा	छिंदवाड़ा	पांथ	287	00	04	42
			288/12	00	01	44
			288/7	00	01	06
			288/5	00	00	22
			327/1	00	01	00
छिंदवाड़ा	छिंदवाड़ा	नवेगाँव	163	00	07	37
			359/1	00	00	18
			359/2	00	03	44
			300/1	00	02	05
			59/1/1	00	08	80
			59/1/3	00	01	21
			149/1/1	00	12	46
			149/1/2	00	12	46
			149/1/3	00	08	30
			149/1/4	00	08	30
			149/1/5	00	03	14
			154/2/1/1/1/3	00	05	03
			154/2/1/1/1/1/1/1/1	00	04	00
			154/2/1/1/1/1/1/2	00	04	00
			154/2/1/1/2	00	04	00
			154/2/1/1/1/1/2	00	04	30
			154/2/1/1/1/2	00	05	20
			156/1	00	01	23
छिंदवाड़ा	छिंदवाड़ा	ककर्ई	512/1	00	13	53
छिंदवाड़ा	छिंदवाड़ा	रंगीनखापा	314/2	00	01	78
			367	00	02	70
छिंदवाड़ा	छिंदवाड़ा	बोहना	303/2	00	00	50
			300/1/1	00	16	05
			300/1/2	00	14	86
			300/2	00	20	80
			173/3	00	00	93

			156/2	00	04	83
छिंदवाड़ा	चौरई	चींचगाँव	613	00	00	53
			662	00	00	67
			668	00	02	48
छिंदवाड़ा	चौरई	माचागोरा	302/5/1	00	16	03
			290/1/2,291/2	00	21	17
			290/1/4,291/4	00	04	48
			290/1/3,291/3	00	00	28
			290/1/1,291/1	00	11	17
			364/2/2,365/2,366/3	00	18	98
छिंदवाड़ा	चौरई	सिंगना	88/2	00	12	23
			87	00	20	44
			83/3	00	00	76
छिंदवाड़ा	चौरई	खटकर	364/3,365/3,366/3	00	05	71
छिंदवाड़ा	चौरई	लोहारा	286/1,287/1	00	08	22
			433/1-436/4	00	02	96
छिंदवाड़ा	चौरई	मेंहगोरा	90/18/1	00	16	35
			62/1/1-62/2क	00	13	18
छिंदवाड़ा	चौरई	घोघरी	218	00	02	42
			310/1/2	00	03	39
			320-321	00	01	41
छिंदवाड़ा	चौरई	आमाबोह	98	00	03	60
			375/1	00	04	76
			95/1/1-96/3/1	00	08	24
छिंदवाड़ा	चौरई	गोपालपुर	87/3-80/3-84/2-85/2-86/2-87/4-88/14	00	11	97
सिवनी	सिवनी	जाम	594/5	00	01	06
			590	00	00	82
			594/1	00	01	34
सिवनी	छपारा	बिछुआ	49/1/1	00	00	30
			23/4	00	00	89
			23/3	00	17	15
सिवनी	छपारा	पिपरिया	139/3	00	01	79
सिवनी	लखनादौन	खुरसीपार	65/3,67/2	00	00	75
			63	00	02	01

			74	00	02	06
			46/8	00	00	77
			65/1	00	00	42
सिवनी	लखनादौन	जोवा	199/2	00	03	94
			167	00	00	14
			126/2	00	11	24
			127/1	00	05	07
सिवनी	लखनादौन	घोघरीकला	263/1	00	00	16
			263/8	00	05	55
			263/5	00	03	63
			263/7	00	01	45
सिवनी	लखनादौन	मोहगांव	105/1/1/1	00	02	85
			105/1/1/3	00	02	85
			105/2/1	00	02	98
			105/1/4	00	02	02
			105/1/3	00	03	22
			105/1/2	00	02	77
			105/2/1/1	00	06	15
			105/2/1/2	00	01	35
			105/2/5/1	00	00	90
			105/2/5/2	00	00	90
			105/2/4/2	00	00	90
			105/2/3	00	00	90
			105/2/2	00	00	75
सिवनी	लखनादौन	भिलमा	400/1	00	02	76
सिवनी	लखनादौन	गनेशगंज	170/2	00	00	41
			176	00	02	13
			171	00	03	16
			174/1,174/2	00	01	85

अनुसूची

मुम्बई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइपलाइन						
अनुभाग-नागपुर-जबलपुर						
राज्य : मध्य प्रदेश						
जिला	तहसील	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्गमीटर
जबलपुर	जबलपुर	हुल्की	198/2	00	00	64
			197	00	00	37
जबलपुर	जबलपुर	कालादेही	194	00	00	77
जबलपुर	जबलपुर	मंगेला	489	00	00	71
			492/2	00	01	47
जबलपुर	जबलपुर	बरगी	566	00	00	98

जबलपुर	जबलपुर	सालीवाड़ा	356	00	05	09
			363/4	00	02	89
			381/4	00	00	30
			379	00	02	56
जबलपुर	जबलपुर	बसहा	27	00	17	04
			38/2	00	02	73
			34	00	06	93
			32	00	04	26
जबलपुर	जबलपुर	रीमा	312	00	00	76
			26	00	00	19
			306	00	09	89
			307	00	00	27
जबलपुर	जबलपुर	बसनिया	86	00	00	02
			77	00	01	04
			75/1	00	01	28
			73/3	00	01	28
जबलपुर	जबलपुर	सिलुवा—50	754/1/2	00	00	41
			734	00	01	19
			708/2	00	04	85
			707/1	00	04	64
जबलपुर	जबलपुर	चौखड़ा	182/2/1	00	02	22
			182/2/2	00	01	58
			182/3/2	00	02	22
			114	00	00	84
			115	00	03	87
			116	00	48	22
			117	00	00	81
जबलपुर	जबलपुर	खम्हरिया	409	00	02	29
			410	00	03	12
			414	00	10	27
			415	00	11	10
			444	00	03	37
			402	00	00	10
जबलपुर	जबलपुर	पिपरियाकला—51	13/4	00	08	85

जबलपुर	जबलपुर	कोसमघाट	374/5	00	02	14
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[फा. सं. एल-14014/206 /2022-जीपी-II (ई-44561)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 5th, April, 2024

S.O. 709.—Whereas by notification of Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4978 (E) dated 26.10.2023 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated 17.11.2023 the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through **Nagpur – Jabalpur Pipeline section of Mumbai – Nagpur – Jharsuguda Pipeline Project** in the State of **Madhya Pradesh** by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section- Nagpur – Jabalpur						
State : Madhya Pradesh						
District	Tehsil	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Chhindwara	Sausar	Ghadela Mal	105/1	00	02	13
			135/2/1	00	01	79
			135/1	00	07	40
Chhindwara	Sausar	Devi	58/1	00	05	14
Chhindwara	Sausar	Alesur	207/6	00	02	66
Chhindwara	Sausar	BichhuwaBaggu	177/1	00	01	55
			258/7	00	02	08
Chhindwara	Sausar	Jirola	164/1	00	35	70
			52	00	02	69
			76/7	00	10	81
			76/3	00	12	15
			76/5	00	12	62
Chhindwara	Sausar	Badegaon	57/1	00	02	93
			57/4	00	01	45

Chhindwara	Sausar	Ghoti	253/2	00	00	82
			254	00	00	28
			257/1	00	16	40
			184	00	00	40
			116/1	00	00	50
			115/2	00	02	52
Chhindwara	Sausar	Rangari Sopar	292	00	09	58
			207	00	03	31
			260	00	12	02
			130	00	01	85
Chhindwara	Sausar	Rangari Thoka	247	00	04	84
			205	00	02	38
			93/3	00	01	08
			93/4	00	01	09
Chhindwara	Sausar	Sanwaga	376/1	00	06	50
			377/3	00	02	99
			156/1	00	09	20
			161/2	00	02	10
			42/1	00	04	32
			40/2	00	02	05
			29/6	00	02	50
			28/2	00	01	69
Chhindwara	Sausar	RajadiBorgaon	107/2	00	00	23
			129	00	21	08
			70/1	00	04	00
			72/1	00	11	63
			71	00	04	95
Chhindwara	Sausar	Dudhalakala	107	00	03	52
Chhindwara	Sausar	DudhalaKhurd	163	00	02	54
			160/2	00	05	71
Chhindwara	Bichhua	Bhimalgodi	85/3	00	04	83
			97/1	00	00	50
Chhindwara	Bichhua	Khadveli	5/3	00	00	32
			29/2	00	00	06
Chhindwara	Bichhua	MohpaniBisa	15/2	00	00	59
			15/3	00	00	92
			15/4	00	00	90
Chhindwara	Bichhua	Mohpani Mal	241/6	00	04	51
Chhindwara	Mohkhed	Jamuniya Badi	134	00	01	95
Chhindwara	Mohkhed	Jamuniya Mal	86/5	00	10	58
Chhindwara	Mohkhed	Rangari Talab	92/2	00	10	00
			87/10	00	00	73
			80/1	00	02	52
			66/1	00	00	24
Chhindwara	Mohkhed	Tara	71/1	00	02	11

Chhindwara	Mohkhed	Bothiya	12/2	00	10	78
			13/4	00	15	00
Chhindwara	Mohkhed	Bisapur Khurd	309/2	00	00	20
			309/3	00	04	75
			233/2	00	01	42
			236/2	00	06	43
			221	00	01	40
			217	00	02	01
			210	00	01	01
			189/8	00	04	16
Chhindwara	Mohkhed	BeesapurKalan	329/3	00	01	95
			330/4	00	04	42
			139/1	00	00	71
			139/3	00	00	78
			179/1	00	01	45
			180	00	02	74
			174	00	02	18
			196/14	00	01	83
			201/1/2	00	04	47
			202/1	00	01	21
			67/5	00	00	98

			48/3	00	02	14
			43/1	00	02	01
			16	00	01	99
			9/1	00	01	70
Chhindwara	Mohkhed	Lonia	521	00	00	85
			519/1	00	03	29
			504	00	01	11
			500/1	00	03	14
			503/8	00	01	55
Chhindwara	Mohkhed	Lendagondi	166/1	00	03	34
			166/10	00	07	81
			166/3	00	08	57
			166/2	00	01	31
			158/2	00	04	10
			158/3	00	10	90
			154	00	01	09
			155/4	00	01	49
			104/2	00	00	76
Chhindwara	Mohkhed	Arjunwadi	475	00	02	78
			461/1	00	01	57
			562/3	00	02	49

Chhindwara	Mohkhed	KukadaChiman	410	00	00	87
			413/1	00	01	64
			416/3	00	01	38
			342/9	00	01	23
			342/7	00	02	26
Chhindwara	Chhindwara	Malhanwada	426/4	00	10	18
			425/3	00	01	37
Chhindwara	Chhindwara	Bhanadei	42/4	00	03	87
			42/6	00	02	00
			196/5	00	03	19
Chhindwara	Chhindwara	Panth	287	00	04	42
			288/12	00	01	44
			288/7	00	01	06
			288/5	00	00	22
			327/1	00	01	00
Chhindwara	Chhindwara	Navegaon	163	00	07	37
			359/1	00	00	18
			359/2	00	03	44
			300/1	00	02	05
			59/1/1	00	08	80
			59/1/3	00	01	21
			149/1/1	00	12	46
			149/1/2	00	12	46
			149/1/3	00	08	30
			149/1/4	00	08	30
			149/1/5	00	03	14
			154/2/1/1/3	00	05	03
			154/2/1/1/1/1/1/1/1	00	04	00
			154/2/1/1/1/1/1/2	00	04	00
			154/2/1/1/2	00	04	00
			154/2/1/1/1/1/2	00	04	30
			154/2/1/1/1/2	00	05	20
			156/1	00	01	23
Chhindwara	Chhindwara	Kakai	512/1	00	13	53
Chhindwara	Chhindwara	RanginKhapa	314/2	00	01	78
			367	00	02	70
Chhindwara	Chhindwara	Bohna	303/2	00	00	50
			300/1/1	00	16	05
			300/1/2	00	14	86
			300/2	00	20	80
			173/3	00	00	93
			156/2	00	04	83
Chhindwara	Chaurai	Chinchgaon	613	00	00	53
			662	00	00	67
			668	00	02	48

Chhindwara	Chaurai	Machagora	302/5/1	00	16	03
			290/1/2,291/2	00	21	17
			290/1/4,291/4	00	04	48
			290/1/3,291/3	00	00	28
			290/1/1,291/1	00	11	17
			364/2/2,365/2,366/3	00	18	98
Chhindwara	Chaurai	Singna	88/2	00	12	23
			87	00	20	44
			83/3	00	00	76
Chhindwara	Chaurai	Khatkar	364/3,365/3,366/3	00	05	71
Chhindwara	Chaurai	Lohara	286/1,287/1	00	08	22
			433/1-436/4	00	02	96
Chhindwara	Chaurai	Mehngora	90/18/1	00	16	35
			62/1/1-62/2d	00	13	18
Chhindwara	Chaurai	Ghoghari	218	00	02	42

			310/1/2	00	03	39
			320-321	00	01	41
Chhindwara	Chaurai	Amaboh	98	00	03	60
			375/1	00	04	76
			95/1/1-96/3/1	00	08	24
Chhindwara	Chaurai	Gopalpur	87/3-80/3-84/2-85/2-86/2-87/4-88/14	00	11	97
Seoni	Seoni	Jam	594/5	00	01	06
			590	00	00	82
			594/1	00	01	34
Seoni	Chhapara	Bichuwa	49/1/1	00	00	30
			23/4	00	00	89
			23/3	00	17	15
Seoni	Chhapara	Pipariya	139/3	00	01	79
Seoni	Lakhnadon	Khursipar	65/3,67/2	00	00	75
			63	00	02	01
			74	00	02	06
			46/8	00	00	77
			65/1	00	00	42
Seoni	Lakhnadon	Jowa	199/2	00	03	94
			167	00	00	14
			126/2	00	11	24
			127/1	00	05	07
Seoni	Lakhnadon	GhoghariKala	263/1	00	00	16
			263/8	00	05	55
			263/5	00	03	63
			263/7	00	01	45
Seoni	Lakhnadon	Mohgaon	105/1/1/1	00	02	85
			105/1/1/3	00	02	85

			105/2/1	00	02	98
			105/1/4	00	02	02
			105/1/3	00	03	22
			105/1/2	00	02	77
			105/2/1/1	00	06	15
			105/2/1/2	00	01	35
			105/2/5/1	00	00	90
			105/2/5/2	00	00	90
			105/2/4/2	00	00	90
			105/2/3	00	00	90
			105/2/2	00	00	75
Seoni	Lakhnadon	Bhilma	400/1	00	02	76
Seoni	Lakhnadon	Ganeshganj	170/2	00	00	41
			176	00	02	13
			171	00	03	16
			174/1,174/2	00	01	85

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section- Nagpur – Jabalpur						
SCHEDULE						
State: Madhya Pradesh						
District	Tehsil	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
Jabalpur	Jabalpur	Hulki	198/2	00	00	64
			197	00	00	37
Jabalpur	Jabalpur	Kaladehi	194	00	00	77
Jabalpur	Jabalpur	Mangela	489	00	00	71
			492/2	00	01	47
Jabalpur	Jabalpur	Bargi	566	00	00	98
Jabalpur	Jabalpur	Saliwara	356	00	05	09
			363/4	00	02	89
			381/1	00	00	30
			379	00	02	56
Jabalpur	Jabalpur	Basaha	27	00	17	04
			38/2	00	02	73
			34	00	06	93
			32	00	04	26
Jabalpur	Jabalpur	Reema	312	00	00	76
			26	00	00	19
			306	00	09	89
			307	00	00	27
Jabalpur	Jabalpur	Basaniya	86	00	00	02
			77	00	01	04

			75/1	00	01	28
			73/3	00	01	28
Jabalpur	Jabalpur	Siluwa-50	754/1/2	00	00	41
			734	00	01	19
			708/2	00	04	85
			707/1	00	04	64
Jabalpur	Jabalpur	Chaukhada	182/2/1	00	02	22
			182/2/2	00	01	58
			182/3/2	00	02	22
			114	00	00	84
			115	00	03	87
			116	00	48	22
			117	00	00	81
Jabalpur	Jabalpur	Khamhariya	409	00	02	29
			410	00	03	12
			414	00	10	27
			415	00	11	10
			444	00	03	37
			402	00	00	10
Jabalpur	Jabalpur	Pipariya Kala - 51	13/4	00	08	85
Jabalpur	Jabalpur	Kosamghat	374/5	00	02	14

[F. No. L-14014/206/2022-GP - II (E-44561)]

RAMJI LAL MEENA, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 710.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अनुसरण में (इसके बाद इसे उक्त अधिनियम कहा गया है), भारत सरकार एतद्वारा पेट्रोलियम और प्राकृतिक गैस मंत्रालय में भारत सरकार की दिनांक 18.04.2023 की अधिसूचना का.आ. 1841(अ) जो दिनांक 21.04.2023 को भारत के असाधारण राजपत्र में प्रकाशित की गई, में संलग्न के रूप में संशोधन करती है।

भारत के राजपत्र में दिनांक 21.04.2023 को प्रकाशित उक्त राजपत्र अधिसूचना का.आ. 1841(अ) दिनांक 18.04.2023 के अंग्रेजी भाग के पृष्ठ संख्या 30, 31 & 37 में ग्राम बिपाजल, बाउसेनपाली, परसियान के अंतर्गत निम्नलिखित सर्वेक्षण संख्याओं को आरंभ से अन्तर्निर्दिष्ट किया जाता है:

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइपलाइन										
खण्ड नागपुर-झारसुगुडा										
अनुसूची										
जिला-झारसुगुडा						राज्य ; ओडिशा				
के स्थान पर						पट्टे				
तहसील	गाँव का नाम	अधिसूचित				गाँव का नाम	संशोधित			
		सर्वे न	हेक्टेर	आर	वर्ग मिटर		सर्वे न	हेक्टेर	आर	वर्ग मिटर
1	2	3	4	5	6	7	8	9	10	11
लखनपुर	बिपाजल	64	00	00	37	पंचगा	64	00	00	37
		63	00	08	05		63	00	08	05
		61	00	00	09		61	00	00	09

		106	00	00	46		106	00	00	46
		107	00	09	44		107	00	09	44
		108	00	03	98		108	00	03	98
		108/1090	00	02	41		108/1090	00	02	41
		116/1141	00	11	98		116/1141	00	11	98
		48	00	06	02		48	00	06	02
		49/787	00	07	18		49/787	00	07	18
		49	00	03	74		49	00	03	74
		49/1080	00	03	35		49/1080	00	03	35
		40	00	05	49		40	00	05	49
		42	00	04	77		42	00	04	77
		41	00	02	21		41	00	02	21
		121/744	00	06	24		121/744	00	06	24
		123/747	00	03	62		123/747	00	03	62
		124/745	00	01	63		124/745	00	01	63
		121	00	00	01		121	00	00	01
		124	00	02	26		124	00	02	26
लखनपुर	बाउसेनपाली	440	00	02	59	कतरबगा	440	00	02	59
		373	00	02	30		373	00	02	30
लखनपुर	परसियान	487	00	03	77	गोविंदपुर	487	00	03	77
		460	00	02	20		460	00	02	20
		458	00	19	99		458	00	19	99
		652	00	02	25		652	00	02	25
		653	00	04	14		653	00	04	14
		458/766	00	00	18		458/766	00	00	18
		673	00	01	69		673	00	01	69
		674	00	09	04		674	00	09	04
		675	00	08	18		675	00	08	18
		394	00	01	54		394	00	01	54
		677	00	11	28		677	00	11	28
		678	00	00	16		678	00	00	16
		679	00	02	15		679	00	02	15
		679/1371	00	06	08		679/1371	00	06	08
		682/1370	00	00	48		682/1370	00	00	48
		681	00	01	29		681	00	01	29
		681/1372	00	00	94		681/1372	00	00	94
		680	00	00	72		680	00	00	72
		680/1381	00	03	20		680/1381	00	03	20
		686	00	13	16		686	00	13	16
		686/973	00	00	57		686/973	00	00	57
		687/974	00	02	05		687/974	00	02	05
		688	00	00	06		688	00	00	06
		689	00	12	55		689	00	12	55
		690	00	08	82		690	00	08	82
		691	00	02	85		691	00	02	85

[फा. सं. एल-14014/251/2022-जीपी-II (ई-45398)]

रामजी लाल मीना, अवसर सचिव

CORRIGENDUM

New Delhi, the 5th, April, 2024

S.O. 710.—In pursuance of sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter called the said Act), the Government of India hereby makes the amendments as Annexed in the notifications of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 1841 (E) dated 18.04.2023 published in the Extraordinary Gazette of India on 21.04.2023.

In the said Gazette Notification having S.O. 1841 (E) dated 18.04.2023 published in the Gazette of India on 21.04.2023, in page number 30, 31 & 37 of English Part, the following Survey Number under Bijapali, Bausenpali & Parisian may be inserted from the beginning.

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline										
Section- Nagpur-Jharsuguda										
SCHEDULE										
District : Jharsuguda						State : Odisha				
For						Read				
Name of Tehsil	Name of Village	Notified				Name of Village	Revised			
		Survey No.	Hectare	Are	Sq. M.		Survey No.	Hectare	Are	Sq. M.
1	2	3	4	5	6	7	8	9	10	11
Lakhanpur	Bijapali	64	00	00	37	Panchga	64	00	00	37
		63	00	08	05		63	00	08	05
		61	00	00	09		61	00	00	09
		106	00	00	46		106	00	00	46
		107	00	09	44		107	00	09	44
		108	00	03	98		108	00	03	98
		108/1090	00	02	41		108/1090	00	02	41
		116/1141	00	11	98		116/1141	00	11	98
		48	00	06	02		48	00	06	02
		49/787	00	07	18		49/787	00	07	18
		49	00	03	74		49	00	03	74
		49/1080	00	03	35		49/1080	00	03	35
		40	00	05	49		40	00	05	49
		42	00	04	77		42	00	04	77
		41	00	02	21		41	00	02	21
		121/744	00	06	24		121/744	00	06	24
		123/747	00	03	62		123/747	00	03	62
		124/745	00	01	63		124/745	00	01	63
		121	00	00	01		121	00	00	01
		124	00	02	26		124	00	02	26
Lakhanpur	Bausenpali	440	00	02	59	Katarbaga	440	00	02	59
		373	00	02	30		373	00	02	30
Lakhanpur	Parsian	487	00	03	77	Govindpur	487	00	03	77
		460	00	02	20		460	00	02	20
		458	00	19	99		458	00	19	99
		652	00	02	25		652	00	02	25
		653	00	04	14		653	00	04	14
		458/766	00	00	18		458/766	00	00	18
		673	00	01	69		673	00	01	69
		674	00	09	04		674	00	09	04
		675	00	08	18		675	00	08	18
		394	00	01	54		394	00	01	54
		677	00	11	28		677	00	11	28

678	00	00	16	678	00	00	16
679	00	02	15	679	00	02	15
679/1371	00	06	08	679/1371	00	06	08
682/1370	00	00	48	682/1370	00	00	48
681	00	01	29	681	00	01	29
681/1372	00	00	94	681/1372	00	00	94
680	00	00	72	680	00	00	72
680/1381	00	03	20	680/1381	00	03	20
686	00	13	16	686	00	13	16
686/973	00	00	57	686/973	00	00	57
687/974	00	02	05	687/974	00	02	05
688	00	00	06	688	00	00	06
689	00	12	55	689	00	12	55
690	00	08	82	690	00	08	82
691	00	02	85	691	00	02	85

[F. No. L-14014/251/2022 -GP-II(E-45398)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 711.—जबकि भारत सरकार को लोकहीत में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में **मुंबई-नागपुर-झारसुगुडा नेचरल गैस पाइपलाइन** खंड नागपुर-झारसुगुडा पाइपलाइन खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मेसर्स गेल (इंडिया) लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए।

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है, इस अधिसूचना से सलग्न अनुसूची में वर्णित भूमि के उपयोग अधिकार का अर्जन किया जाए;

अतः अब भारत सरकार पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियो साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर उस भूमि के नीचे पाइपलाइन बिछाए जाने की सम्बंध में सक्षम प्राधिकारी भुसंपादन (एम.एन.जे. पी.एल. प्रकल्प) गेल (इंडिया) लिमिटेड, 100, राणा हाऊस, 2 रा माळा, ईस्ट हायकोर्ट रोड, रामदासपेठ, नागपूर - 440010 को लिखित रूप में आक्षेप भेज सकेगा।

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइपलाइन						
अनुभाग-नागपुर-झारसुगुडा						
अनुसूची						
राज्य : महाराष्ट्र						
जिला	तालुका	गाँव का नाम	सर्वे नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5		
भंडारा	मोहाडी	डोंगरगांव	1219	00	30	12
			1241	00	09	17
			1088	00	01	74

[फा. सं. एल-14014/82 /2022-जीपी-II (ई- 42552)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 5th, April, 2024

S.O. 711.—Whereas it appears to Government that it is necessary in the public interest that for transportation of Natural Gas through **Mumbai – Nagpur – Jharsuguda Natural Gas Pipeline** Section of **Nagpur–Jharsuguda** in the state of **Maharashtra**, a pipeline should be laid by M/s. GAIL (India) Limited.

And whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act 1962 (50 of 1962), Government of India hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule, may within twenty-one days from the date on which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority Land Acquisition, (M.N.J.P.L. Project) GAIL (India) Limited, 100, Rana House, 2nd Floor, East High Court Road, Ramdaspath, Nagpur 440010.

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section - Nagpur – Jharsuguda						
SCHEDULE						
State: Maharashtra						
District	Taluka	Village	Survey No.	Area		
				Hect.	Are	Sq. mtr.
1	2	3	4	5		
Bhandara	Mohadi	Dongargaon	1219	00	30	12
			1241	00	09	17
			1088	00	01	74

[F. No. L-14014/ 82 /2022-GP –II (E- 42552)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 5 अप्रैल, 2024

का.आ. 712.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 462 (अ) तारीख 27.01.2022 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा ओडिसा राज्य में मुंबई-नागपुर-झारसुगुडा पाइपलाइन (एमएनजीपीएल) और स्पर पाइप लाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी; और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी; और, सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है; और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

मुंबई-नागपुर-झारसुगुडा प्राकृतिक गैस पाइपलाइन						
अनुभाग-नागपुर-झारसुगुडा						
अनुसूची						
राज्य-ओडिशा						
जिला	तहसील	ग्राम	सर्वे नंबर.	क्षेत्रफल		
				हेक्टर	आर	वर्ग मीटर
1	2	3	4	5		
झारसुगुडा	लखनपुर	गोविंदपुर	487	00	03	77
			460/875	00	00	35
			458	00	19	99
			652	00	02	25
			653	00	04	14
			458/766	00	00	18
			673	00	01	69
			674	00	09	04
			675	00	08	18
			394	00	01	54
			677	00	11	28
			678	00	00	16
			679	00	02	15
			679/1371	00	06	08
			682/1370	00	00	48
			681	00	01	29
			681/1372	00	00	94
			680	00	00	72
			680/1381	00	03	20
			686	00	13	16
			686/973	00	00	57
			687/974	00	02	05
			688	00	00	06
			689	00	12	55
			690	00	08	82
			691	00	02	85
झारसुगुडा	लखनपुर	छुअलीबरना	297	00	02	76
			296	00	11	66

[फा. सं. एल-14014/204/2022-जीपी-II (ई-44539)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 5th, April, 2024

S.O. 712.—Whereas by the notification of Government of India in Ministry of Petroleum and Natural Gas vide S.O. No. 462 dated 27.01.2022 issued under sub- section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through Mumbai-Nagpur-Jharsuguda Pipeline (MNJPL) & Spur pipeline in the State of Odisha by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And, whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

Mumbai-Nagpur-Jharsuguda Natural Gas Pipeline						
Section- Nagpur-Jharsuguda						
LAND SCHEDULE						
STATE: ODISHA						
DISTRICT	TEHSIL	VILLAGE	SURVEY NO.	AREA		
				HECT.	ARE	SQ. MTR.
1	2	3	4	5		
Jharsuguda	Lakhanpur	Govindpur	487	00	03	77
			460/875	00	00	35
			458	00	19	99
			652	00	02	25
			653	00	04	14
			458/766	00	00	18
			673	00	01	69
			674	00	09	04
			675	00	08	18
			394	00	01	54
			677	00	11	28
			678	00	00	16
			679	00	02	15
			679/1371	00	06	08
			682/1370	00	00	48

			681	00	01	29
			681/1372	00	00	94
			680	00	00	72
			680/1381	00	03	20
			686	00	13	16
			686/973	00	00	57
			687/974	00	02	05
			688	00	00	06
			689	00	12	55
			690	00	08	82
			691	00	02	85
Jharsuguda	Lakhanpur	Chhualiberna	297	00	02	76
			296	00	11	66

[F. No. L-14014/204/2022-GP - II (E- 44539)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 15 अप्रैल, 2024

का.आ. 713.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रम के निम्नलिखित कार्यालय को, जिसके 80 या अधिक प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

**कोटा रिटेल क्षेत्रीय कार्यालय
(हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड),
प्लॉट नं. 12, प्रथम व द्वितीय तल,
गुमानपुरा पुलिस स्टेशन के पास, कोटा
जिला-कोटा, राज्य – राजस्थान
पिन - 324007**

[फा. सं. 11012/3/2021-रा.भा.(2024)]

शोभना श्रीवास्तव, उप निदेशक (राजभाषा)

New Delhi, the 15th, April, 2024

S.O. 713.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976, the central Government hereby notifies the following office of the Public Sector undertaking under the administrative control of the Ministry of Petroleum & Natural Gas, in which 80 or more percent of the staff have acquired working Knowledge of Hindi:-

**Kota Retail Regional Office,
(Hindustan Petroleum Corporation Limited),
Plot No. 12, First and Second Floor,
Near Gumanpura Police Station, Kota
District-Kota, State – Rajasthan
Pin - 324007**

[F. No. 11012/3/2021-OL(2024)]

SHOBHANA SRIVASTAVA, Dy. Director (OL)

श्रम एवं रोजगार मंत्रालय
नई दिल्ली, 10 अप्रैल, 2024

का.आ. 714.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं 1 चंडीगढ़- के पंचाट (73/2018) प्रकाशित करती है।

[सं. एल- 41011/12/2018-आई आर(बी-I)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 10th, April, 2024

S.O. 714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 73/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen.

[No. 41011/12/2018-IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.73/2018

Registered On: 18.10.2018

Dev Shankar Singh Pradhan, Uttar Railway Karmchari Sangh Union (Regd.) Quarter No.124 H Railway Colony, Jagadhari Workshop, Yamuna Nagar, Haryana-135001.

.....Workman

Versus

The Chief Factory Manager, Northern Railway, Jagadhari Workshop, Distt. Yamuna Nagar, Haryana-135001.

.....Management

AWARD

Passed On: 15.02.2024

Central Government vide Notification No. L-41011/12/2018-IR(B-I) dated 03.10.2018 under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

‘Whether the action of the Management of Chief Factory Manager, Northern Railway, Jagadhari Workshop, Yamuna Nagar in respect of deduction from the salary of the Workman (List Enclosed-Annexure-C) since November 2015 under Labour Welfare Fund @Rs.6/- per month is legal and justified?, If not, what relief the Union Uttar Railway Karamchari Union/ Workman is are entitled to and from which date’

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing written statement by management. Management has not filed any written statement till now. On perusal of the file it is found that Workman is not responding since 18.05.2020. Which denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.

2. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 अप्रैल, 2024

का.आ. 715.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (24 C of 2022) प्रकाशित करती है।

[सं. एल-12011/37/2022-आई आर(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th, April, 2024

S.O. 715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 24 C of 2022) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12011/37/2022-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.:- 24 (C) of 2022

Between the management of the Circle Head, Punjab National Bank, 2nd Floor, Hotel Regal, East Ramna Maidan, East Ramna maidan, Arrah, Distt. Bhojpur, Bihar, Bhojpur (Bihar)-802301 and their workman Sri Raj Kumar (PTS) represented by the President, bank Employees Federation, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Exhibition Road, Patna (Bihar)-800001..

For the management:- Sri Tarun Prakash, Law Officer, PNB, Arrah.

For the workman:- Sri B. Prasad, President, Bank Employees Association, Bihar.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 22nd February, 2024.

By the adjudication order no.- L-12011/37/2022-IR(B-II) New Delhi, dated- 27.05.2022 the Govt. of India Ministry of Labour New Delhi has referred under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”) the following dispute between the management of the Circle Head, Punjab National Bank, 2nd Floor, Hotel Regal, East Ramna Maidan, East Ramna maidan, Arrah, Distt. Bhojpur, Bihar, Bhojpur (Bihar)-802301 and their workman Sri Raj Kumar (PTS) represented by the President, bank Employees Federation, Bihar, Saboo Complex, 2nd Floor, Behind Republic Hotel, Exhibition Road, Patna (Bihar)-800001 for adjudication to this tribunal.

SCHEDULE

“ Whether the demand raised by Bank Employee’s Federation, Bihar in his letter dated-01.06.2021 over denial of regularization and threat of termination of Shri Raj Kumar, Part Time-Sweeper by the management of Punjab National Bank at Lilawachh Branch, Distt Rohtas is legal, just & proper? If yes, what relief the workman concerned are entitled to?

2. On receiving the reference notification on 13.06.2022 notice has been issued to both the sides. President, Bank Employees Federation on behalf of the workman filed representation on 10.08.2022 and statement of claim on behalf of the workman. On the other hand management authorised Sri Tarun Prakash, Law Officer to represent the management bank. Record shows that on 22.11.2022 management filed written statement and subsequently both sides were directed to furnish list of witnesses and documents accordingly. Records shows that during the proceeding law officer Sri Tarun Prakash apprised to this tribunal, this dispute of the workman is related to the Aurangabad Circle accordingly this tribunal directed the law officer to inform Aurangabad Circle for the proper representation in the case and for the furnishing of list of witnesses and documents. But no one turned up from Aurangabad Circle rather Mr. Tarun Prakash was again authorised to represent the management bank i.e evident from order of 21.09.2023. Order sheet also shows that workman Raj Kumar for whom dispute is raised by the President, Bank Employees Federation, Bihar never appeared before this tribunal and did not furnish any documents to his representative to place the same before this tribunal. When workman showed no interest in the instant case, his representative apprised to this tribunal, he has no contact with the workman perhaps he has no grievance at all. So necessary order may kindly be passed. It is also asserted by the representative of the management that since workman is evading his appearance and did not file any documents inspite of knowing the proceeding so it is clear indication he has no grievance at all so “ No Dispute Award” may kindly be passed.

Considering all the facts and circumstances of the case and on scrutinizing the proceeding of this case and the submissions as advanced on behalf of the both the sides, this tribunal finds and hold that this reference is related to the grievance of workman Raj Kumar for the denial of his regularization and threat of termination by the management bank the Punjab National Bank. This reference is received to this tribunal on 13.06.2022. Workman once appeared on

10.08.2022 when he put signature on the verification details of the statement of claim that was filed by the representative Sri B. Prasad, President, Bank Employees Federation Association, Bihar but he never turned up before this tribunal and did not file any documents and list of witness. Ultimately his representative reported to this tribunal, he has no contact with the workman Raj Kumar, perhaps he has no grievance at all so necessary order may kindly be passed. Thus on this score and continuous absence of the workman from 10.08.2022 itself denotes that workman has no grievance at all with the management bank. So this is the considered opinion of this tribunal, under the aforesaid circumstances this tribunal has no option than to pass “No Dispute Award”. So “is No Dispute Award” passed in this case. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated & Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2024

का.आ. 716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधक, संबंधित नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (03/2022) प्रकाशित करती है।

[सं. एल-39025/01/2024-आई आर(बी-II)-14]

सलोनी, उप निदेशक

New Delhi, the 15th, April, 2024

S.O. 716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 03/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-39025/01/2024-IR(B-II)-14]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/C/03/2022

Narmada Prasad Tiwari

Village Nipania, Tehsil Nasrullaganj,

District Sehore (Madhya Pradesh)

APPLICANT

VERSUS

The Branch Manager,

Central Bank of India,

Nasrullaganj, District Sehore

(Madhya Pradesh)

NON-APPLICANT

ORDER

Passed on this 09th day of February 2024

The present petition under section 33(c)(22) of Industrial dispute Act 1947 has been filed by the applicant against the opposite party, seeking a direction to the opposite party to pay him Rupees 80,000/- (Eighty Thousand Rupees).

According to the applicant, he worked with the management from 01/09/2016 to 30/10/2017 and earned wages 80,000/- (Eighty Thousand Rupees) which he was entitled to get from management which was not paid by management. He raised various complaints to various officers but of no avail. He has prayed that the management will be directed to pay this amount with interest.

In its reply management has stated that the dispute was referred to Regional Labour Commissioner Central Bhopal and a settlement was reached at between the parties in which management agreed to pay rupees 30,000/- (Thirty Thousand Rupees) in lieu of all his claim and this amount was paid by management.

Today the applicant filed an affidavit stating that this settlement was the result of misrepresentation and fraud commitment by him, hence not binding.

Management has not filed any other affidavit except that filed with objection.

I have heard Shri Sailendra Panday for Applicant and Shri S.B Singh of opposite party and perused the record.

The settlement between the parties is binding on them if it is obtained by fraud or miss representation, the applicant should have got it cancelled by appropriate authority which he did not do.

Hence the settlement is binding on the parties. The payment under the settlement hence been done is not disputed.

Hence in the light of above discussion the petition is dismissed.

P.K. SRIVASTAVA, Presiding Officer

Dated: 09-02-2024

नई दिल्ली, 15 अप्रैल, 2024

का.आ. 717.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, पटना के पंचाट (18 C of 2021) प्रकाशित करती है।

[सं. एल-39025/01/2024-आई आर(बी-II)-15]

सलोनी, उप निदेशक

New Delhi, the 15th, April, 2024

S.O. 717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18 C of 2021) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-39025/01/2024-IR(B-II)-15]

SALONI, Dy. Director

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA.

Reference Case No.-18 (C) of 2021

Between the management of the (1)Managing Director & Chief Executive Officer, Union Bank of India, Central Office, Mumbai Samachar Marg 239, Back Way Reclamation, Nariman Point, Mumbai-400021(2) Regional Manager, Union bank of India, Regional Office, Mohanpur, Samastipur-848101 and their workman Sri Anil Kumar, S/O- Shri Baleshwar Rai, Vill.- Kuchanh, P.O & P.S- Garakha, Dist.- Saran, Bihar-841311.

For the management:- Sri Anjani Kumar Mishra, Advocate.

Sri Ambanish Bhardwaj, Advocate.

For the workman:- Sri B. Prasad, State Secretary, Uco Bank Employees Association.

Present:- **Manoj Shankar**
Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt- 28th February, 2024.

By the adjudication order no.- 1/ID(13)/2021/Dy CLC-Pt dated- 20/25.10.2021 the Govt. of India, Ministry of Labour & Employment, Office of the Dy. Chief Labour Commissioner (Central), Maurya Lok Complex, A Block, 2nd Floor, Room No.-6,16,& 17, Patna-800001 has referred under clause (d) of sub-section-(1) of Section-10 of the

Industrial Dispute Act, 1947, (hereinafter to be referred to as “the Act”), the following dispute between the management of the (1) Managing Director & Chief Executive Officer, Union Bank of India, Central Office, Mumbai Samachar Marg 239, Back Way Reclamation, Nariman Point, Mumbai-400021(2) Regional Manager, Union bank of India, Regional Office, Mohanpur, Samastipur-848101 and their workman Sri Anil Kumar, S/O- Shri Baleshwar Rai, Vill.- Kuchanh, P.O & P.S- Garakha, Dist.- Saran, Bihar-841311 for adjudication to this tribunal:-

SCHEDULE

“ Whether the action of the management of the then Andhra bank (now called Union Bank of India), Mauna Chowk, Chhapra Branch, Bihar in terminating the services of Shri Anil Kumar, Temporary Peon, w.e.f.01.04.2019, is just and proper? If not, to what relief (s) the workmen concerned is entitled to?

2. As per the claim of the workman Sri Anil Kumar, asserted in his statement of claim, he was orally appointed to discharge the duties of a peon in Andhra bank, Mauna Chowk, Chapra from 20.02.2012 as there was a vacant post of permanent peon. It is also averred Andhra Bank was merged in Union Bank of India. It is further asserted that the workman was discharging the duties of opening and closing of the bank’s gate, cleaning the bank premises, he used to discharge the duties of stitching the currency notes and vouchers as per instruction of the branch manager and he used assist taking the cash box from the chest to the cash counter, besides, this, workman also used to place registers and books at the staff counter as per the instruction and some times he also discharged the duties of Dak through peon book. It is further asserted that the workman used to discharge the above duties from 8.00 A.M to 6.P.M regularly. It is further asserted that initially the workman was being paid wages @ 150/- on weekly basis and later on it was raised to @ 412/- per day and the same was paid to him on monthly basis but the workman was never paid wages for Sunday and bank holiday. It is further asserted that the workman was paid wages through debit vouchers of the bank and same be credited by the bank in his bank account. It is further asserted that workman discharged the duties like a peon in the said branch from 20.02.2012 to 31.03.2019 regularly but he was stopped from working from 01.04.2019 without any notice and retrenchment compensation because a fresh hand was appointed by the bank authorities in the said branch so the termination of the workman is covered u/s- 2(oo) of the I.D.Act. It is also asserted that the action of the management bank also constitutes unfair labour practice as per schedule-V read with Section-25(T) of the Industrial Dispute Act, 1947. It is further asserted that the workman met with the management authorities number of occasions with a prayer of his reinstatement and regularization of his service as a peon but it was never heard by the management bank then the workman has raised his grievances before the Regional Labour Commissioner (C) Patna for the conciliation but his dispute was not settled due to non-conciliatory attitude of the management bank ultimately on failure of conciliation the appropriate government referred this dispute of workman to this tribunal for adjudication. Thus workman filed his statement of claim with the following prayer of relief :-

- (i) Reinstatement in the services of the bank as a temporary peon with back wages and other consequential benefits;
- (ii) Regularization of services as a peon;
- (iii) Payment of due wages, for the period of working.
- (iv) Payment of cost of Rs. 25,000/- for contesting the dispute;
- (v) Any other relief(s) as the tribunal deems fit and proper.

3. On the other hand management Union Bank of India filed written statement stated therein all the allegations and claim of the workman as asserted in the statement of claim is not specifically admitted it has to be proved by the workman with proof. It is further asserted that the claim of the workman is not maintainable either on facts or in the eyes law and is liable to be dismissed as the applicant has not come up before this tribunal with clean hand rather he has presented a distorted and incorrect facts and tried to mislead to this tribunal. Applicant does not qualify the ingredients of the valid complaint as envisaged in Industrial Dispute Act, 1947. It is further asserted that the dispute raised by the applicant can’t be termed as Industrial Dispute within provision section 2(k) of I.D.Act because the complainant was not at any point of time a workman as per definition of u/s-2(s) of the I.D.Act. it is further asserted that there was no relationship between the applicant and bank as employer and employee. Moreover, there was no contract of service of the management bank with the applicant. It is further asserted that there is no provision in the management bank of oral appointment because no such appointments can be made by any bank in violations of the constitutional provisions and guidelines issued by the Government. It is further asserted that due to some exigencies on account of urgent need, the workman might have been engaged occasionally as casual labour for the period by paying of remuneration by the then branch manager. So claim of regularization of the applicant is not at all sustainable as per the order of the Hon’ble Apex Court held in Union of India Vs Vartak Labour Union (2) {(2011)} 4 SCC 200 for casual employees can’t be regularised in the services and also equal pay as a regular employee. It is further asserted that the claim of Anil Kumar, he was orally appointed to discharged a duties of a peon from 20.02.2012 which is false and incorrect. No appointment letter for his engagement as an employee has ever been issued by the management bank. It is further asserted that the claim of the applicant is, he was regularly doing work of stitching vouchers and carrying of registers are not admitted by the management bank. On the exigency of the workman this type of the work might be taken by the branch manager from a casual worker as when required. It is further asserted that branch manager of the bank is neither the bank authority nor authorised to make any recruitment

in any cadre of the bank. It is further asserted that Anil Kumar has not worked regularly as a casual worker rather as per requirement of the work, he might have been called to perform particular work for which he has been dullypaid. It is further asserted that since the workman was never appointed in the service of the bank, so there is no question of passing any termination order. Accordingly the claim of the applicant and the relief as sought by him is not sustainable and maintainable that be liable to be dismissed.

4. On the basis of the statement of claim and written statement of the management sides the following issues are emerged from there rival contentions:-

- (a) Whether the applicant Anil Kumar come under the purview of the workman as per section-2(s) of the I.D.Act?
- (b) Whether the dispute as raised by the Anil Kumar come under the purview of the I.D.Act as per section-2(k) of the I.D.Act.?
- (c) Whether the action of the management Andhra Bank (now call Union Bank of India) Mauna Chowk, Chapra Branch, Bihar in terminating the services of Shri Anil Kumar (temporary peon) from 01.04.2019 is just and proper?

5. In order to establish his claim the applicant Anil Kumar has casual himself as a witness before this tribunal, besides oral evidence. The applicant has filed his statement of account bearing account no.- 182410100003819 so the entries of payment by the bank in his account with marker by the pen i.e Ext.-W and the statement of account from 01.11.2013 to 17.06.2016.

6. On the other hand management side also examined one witness namely Naveen Roshan Xess as M.W-1 but no documents is filed on behalf of the management bank.

7. First of all this tribunal securitizes evidence of workman Sri Anil Kumar (W.W-1) who deposed before this tribunal on 07.07.2022 he stated before this tribunal that he was doing work in the Andhra Bank, Mauna Chowk Chapra Branch from 20.02.2012 to 31.03.2019 and he was stopped from doing work there by the Branch Manager from 01.04.2019. This witness further stated that he used to come bank at 8.30 A.M and after obtaining the key from the manager he used open the gate of the branch and he discharged the duties of cleaning of the bank premises and he was also did hospitality work for the staffsof the branch. He also used to take out the cash box from the strong room at the instruction of the manager, some times he was sent for the clearing work to the SBI main branch for which he received the conveyance allowances from the bank. This witness further stated that he was initially paid wages @ Rs. 150/- per day on monthly basis and his wages amount was credited in his bank account by the bank authorities. This witness further stated that he has furnished copy of the statement of account i.e from 16.04.2012 to 23.12.2017 that denotes the salary he received from the bank in his account bearing no.- 182410100003819 and same is proved as Ext.-W. On court question this witness categorically admits that after 09.09.2016 his salary was not credited in his bank account. This witness further stated that he received the payment through voucher and the vouchers are in the custody of the bank. This witness further stated that no notice and compensation was given to him by the bank prior to his termination. In cross-examination this witness categorically admits in para-9 that he did not receive any appointment letter from the bank rather he was orally deputed by the manager and the branch was newly opened at that time. This witness admits in para-10 of the cross-examination he was never paid for the day when he did not perform any duty in the bank. This witness also admits in para-11 that branch manager was having attendance register for me. In para-14 of the cross-examination this witness categorically stated that on 04.03.2016 Rs. 14021/- was credited in my account shown as salary and on 07.04.2016 Rs. 9078/- was credited in my account like wise Rs. 5000/ on 04.05.2016 and Rs. 4516/- salary was credited in my account on 11.05.2016. In para-16 of the cross-examination this witness categorically admits that he has received Rs. 9118/- in his bank account on 31.03.2015 for the work of 23 days.

8. On the other hand management side also examined namely Navin Roshan Xess (M.W-1) who is senior manager in Union Bank of India Sikakulam, Andhra Pradesh. He deposed on 10.08.2022 and stated before this tribunal that he was Branch Manager of Union Bank of India at chapra in the year-2018 at that time it was Andhra Bank.. This witness further stated that this is the wrong claim of the workman he has discharged his duties continuously in his bank during his tenure. This witness further stated that no Branch Manager has any authority to take the services of any workman continuously but manager is empowered to engage any person for the cleaning purposes as when required. This witness further stated that workman was never appointed in the bank so there is no question of any termination because when bank does not need any necessity for any daily wagger, he can stopped the workman from doing work further. This witness also admits that what ever the service given by the workman to the bank, he was paid accordingly.

In cross-examination this witness admitted in para-9 that he was posted at chapra branch from 17.05.2018 to 11.07.2021 and at that time there was no permanent peon and no permanent sweeper in the branch. In para-11 of cross-examination he admits that as per his knowledge Andhra Bank, Mauna Chowk Branch was opened in the year-2012. This witness also admits that one Tarkeshwar Ram was posted as permanent peon. In para-13 of the cross-

examination this witness admits that bank can provide the payment details of permanent staff of Tarkeshwar Ram regarding salary. In para-14 he admits that the Anil Kumar was paid weekly for his work and 2-3 person were engaged for the bank for the cleaning purposes during his tenure and he does not remember the name of other two workmen. In para-17 of the cross-examination this witness admits that he paid Rs. 250/- per day to the workmen from whom took the services during his tenure. In para-18 this witness admits that wage payment was made through vouchers and the same is available in the branch. In para-20 of the cross-examination this witness admits that workman has discharged his duties for 3-4 months during his tenure and the workman was paid cash and in para-22 of the cross-examination this witness categorically stated that the workman has raised his dispute for the work he performed during his tenure but he did not participate in the conciliation proceeding because no notice was received. In para-25 of the cross-examination this witness categorically stated that since no appointment letter was issued to the workman so there was no need to issue notice pay and compensation.

9. It is argued on behalf of the workman that Anil Kumar worked with the then Andhra Bank, Mauna Chowk, Chapra Branch (now called Union Bank of India) after merger) from 20.02.2012 to 31.03.2019 continuously. He was serving in the said branch upon opening of the branch on 20.02.2012. There was no peon / sweeper in the said branch. It is further argued that Anil Kumar has status of the workman as per section 2(S) and Union Bank of India, is an industry as per section 2(J) of the Industrial Dispute Act, 1947. So the claim of the management side, Anil Kumar was not a workman is totally wrong in the eyes of law. Moreover, Anil Kumar was being paid by the management bank in his bank account under the salary head i.e. endorsed in the statement of bank account given by the workman Anil Kumar for the period of 01.01.2013 to 09.09.2016 as Ext.-W. It is further argued that workman side had filed a petition on 25.04.2022 with a request to make a direction to a bank to produce payment vouchers through which Anil Kumar was getting his wages but nothing is done by the management bank, so adverse inference may kindly be drawn against the management bank. It is further argued that Anil Kumar worked for more than 240 days preceding his termination and there is no cogent evidence produced by the management side that could controvert the continuous working of Anil Kumar from 2012 to 2019. It is also duly corroborated by the workman Anil Kumar in his evidence before this tribunal. Where he elaborately disclosed about his duties taken by the bank manager and there is nothing in his cross-examination that could discard the testimony about his continuous work and the payment in his bank account (Ext.-W) and thus the termination of the workman from 01.04.2019 is covered u/s 2(OO) of the I.D. Act. Since management did not comply the mandatory provision of issuing notice and compensation before termination of the workman so management also violated the provision of section 25(F), 25(G) and 25(H) of the I.D. Act and the action of the management constituted unfair labour practice too. It is further argued that management did not produce any documentary evidence and moreover the evidence of the only management witness also corroborates the claim of the workman, as management witness clearly stated there was no permanent peon / sweeper posted in the said branch. The claim of the workman he was orally appointed by the then branch manager upon opening of the Andhra Bank (now called Union Bank of India) in the year 2012 at Mauna Chowk Branch and the claim of his continuous working till 31.03.2019 has been duly established by the workman by way of documentary and oral evidence is not countered by the management bank. So Anil Kumar is entitled for his reinstatement in the service of the bank as a temporary peon with back wages and other consequential benefits and further to regularise his service.

10. On the other hand it is argued from the management side that the claim of the workman Anil Kumar, he was working in the Andhra Bank, Mauna Chowk Bazar Branch (now called Union Bank of India) from 20.02.2012 to 31.03.2019 continuously is totally false rather bank took his service as when required for which he was duly paid. It is argued that there was no employer and employee relationship between the management and workman Anil Kumar. Since the Anil Kumar was not employee of the bank so there is no need to giving notice or notice pay and thus management bank did not violate any provision of I.D. Act. It is also argued that temporary / casual worker can not claim his appointment as a matter of right because bank has set procedure for the appointment of class IV & class III of employees and no bank manager is empowered to make any appointment in the bank, but bank manager is empowered to take service of casual worker for the cleaning purpose as and when required and for which bank pay to the worker from whom bank took service. Anil Kumar was also a casual worker, his service was taken by the bank as and when required. So his claim is not sustainable at all.

11. Considering the all the facts & circumstances of the case and the material available on the record and the oral and documentary evidence as placed by the rival parties and further the submissions as advanced by both the sides, this tribunal finds that the issue raised the management in its written statement that Anil Kumar is not a workman as per the provision of 2(S) of the I.D. Act because his service was taken as and when required. However, workman Anil Kumar claims he started working in the Andhra Bank of Mauna Chowk Chapra Branch upon opening of the branch from 20.02.2022 at the oral instruction and consent given by the then branch manager and he contrived his service till 31.03.2019 but he stopped from working from 01.04.2019. This tribunal further finds that section 2(S) of the I.D. Act defines about status of workman :- **[(S) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed,**

discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- (i) Who is subject to the Air Force, Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison, or
- (iii) Who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding 56a [ten thousand rupees] per mensem or exercise, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

On careful perusal of section 2(S) of the I.D.Act, Anil Kumar comes under the purview of 2(S) and so he attains the status of workman as per section-2(S) of the I.D.Act, he was orally appointment in the concerned bank and for which he was being paid by the bank authorities so this tribunal finds no force in the contention of the management side. This tribunal further finds that workman Anil Kumar thoroughly compute his claim of working in the Adhra Bank from 20.02.2012 in the (Union Bank of India) of its Mauna Chowk Chapra Branch as a temporary worker on being orally appointed by the then Branch Manager and he was giving service in the said branch continuously upto 31.03.2019 and this evidence is not controverted by the management bank from any corner moreover, workman Anil Kumar has given statement of bank account (Ext.-W) i.e from 01.11.2013 to 17.06.2016 to show his wages was being credited in his account by the bank under salary head. On scrutinizing the entire of his statement of bank account this tribunal finds that the entry of 01.11.2013 shows he received Rs. 4136/- denoting the salary for October 2013. The entry of 01.10.2013 also shows the salary for the September 2013 the entry of 01.01.2014 is shown daily wages for September 2013 @ 150/- per day like wise the entry of 02.02.2013 amounting Rs. 4124/- amount daily wagger for November 2013, some entries like 18.01.2014, 28.12.2013, 20.12.2013, 30.11.2013, 23.11.2013, 16.11.2013, 12.11.2013 are showing conveyance paid to the workman in his account. The statement of account of the workman Ext.-W clearly established this factsthat Anil Kumar has given his service to the bank as per need continuously that's why he was being paid in his bank account showing salary head and daily wages and conveyance. So his claim of his giving service to the bank as a temporary peon right from February 2012 to 2016 can't be ruled out. Moreover, workman Anil Kumar categorically stated in his evidence but he was being paid cash for his service from the year 2016 till 31.12.2019 and this is not controverted by the bank management. From perusal of the evidence as placed by the workman and management it is established that there was no permanent peon / sweeper posted in the said branch, Mauna Chowk Branch of Andhra Bank (now called Union Bank of India after merger) that's why bank management took the services of Anil Kumar continuously and taking the service of Anil Kumar regularly from year 2012 clearly establishes management bank was in need of service of Anil Kumar i.e clearly gets corroborating by the payment by the bank management in the saving bank account of the workman Anil Kumar (Ext.-W). This tribunal further finds and hold that Anil Kumar was engaged by the management bank as sub-staff on regular basis from 2012 to 31.03.2019 and he gave his services more than six years continuously. Under the circumstances it can be safely inferred, the bank was needed the service of Anil Kumar and utilized his service as sub-staff in the absence of permanent peon / sweeper. Thus Anil Kumar the workman has succeeded in proving he has discharged the duties with the management bank more than 240 days on the preceding years from his termination date 01.04.2019 and that is not controverted by the bank either oral or by documentary evidence. **Section 25(B) defines about the continuous service :-**

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six month, he shall be deemed to be in continuous service under an employer—

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—

- (i) one hundred and ninety days in the case of a workman employed below ground in a time; and**
- (ii) two hundred and forty days, in any other case;**

So claim of the workman is very much covered u/s-25(B) about his continuous service with the management bank and thus management bank violated the mandatory provision 25(F) of the I.D.Act because Anil Kumar was not given any notice or notice pay, compensation by the bank management that is duly established through his evidence. This tribunal further finds that taking service of the Anil Kumar ss the sub-staff by the management bank continuously for more than six years without giving him any benefits as a regular employee comes under the provision of the 25(T) of

the I.D.Act. This role of the bank against the workman Anil Kumar is a kind of unfair labour practice i.e prohibited as per section 25(T) of the I.D.Act.

12. On the ultimate analysis of the facts and circumstances of the case and the materials available on the record as discussed above, this tribunal finds and hold that workman Anil Kumar has thoroughly proved his claim regarding his continuous service from 20.02.2012 in the Andhra Bank, Mauna Chowk Chapra Branch since its opening now it is called (Union Bank of India) till 31.03.2019 by way of oral and documentary evidence and before taking his service by the bank management Anil Kumar was not given any notice, notice pay and compensation by the management bank. Under the aforesaid circumstances after utilizing the services of Anil Kumar for more than 240 days in a several calendar years preceding 31.03.2019. The action of the management bank in terminating of Sri Anil Kumar without compliance of 25(F) of the I.D.Act cann't be justified and legal. Accordingly, this is the considered opinion of this tribunal that Anil Kumar is entitled for reinstatement in the service of the bank from 01.04.2019 as a temporary peon with all back wages and other consequential benefits and he is also entitled for regularization of his service as per bank rules. Thus management bank is directed to reinstate the workman Anil Kumar in the service of the bank as temporary employee with all back wages and consequential benefits from 01.04.2019 within two months from the date of publication of this award. This award is effected after date of publication in gazette.

This is my award accordingly.

Dictated & Corrected by me.

MANOJ SHANKAR, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2024

का.आ. 718.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ सं. (33/2015,22/2015,92/2016) को प्रकाशित करती है।

[सं. एल-12011/94/2014- आई आर (बी-II)

[सं. एल-12011/90/2014- आई आर (बी-II)

[सं. एल-12012/46/2016- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th, April, 2024

S.O. 718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/2015,22/2015,92/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-12011/94/2014- IR (B-II)

[No.L-12011/90/2014-IR(B-II)

[No.L-12012/46/2016-IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/33/2015

NO. CGIT/LC/R/22/2015

NO. CGIT/LC/R/92/2016

Present: P.K.Srivastava, H.J.S..(Retd)

CASE NO. CGIT/LC/R/33/2015

The General Secretary

Dainik Vetan Bhogi Bank Karmchari Sangathan,

F-1, Tripathi Vihar,

Opp. Engg. College, Ujjain

... Workman

Versus

Bank of India,
Zonal Office, 18 Shanku Marg, Freeganj,
Ujjain, Bhopal (M.P.)

...Management

CASE NO. CGIT/LC/R/22/2015

The General Secretary
Dainik Vetan Bhogi Bank Karmchari Sangathan,
F-1, Tripathi Vihar,
Opp. Engg. College, Ujjain

... Workman

Versus

The Branch Manager,
Bank of India, Kanad Branch,
Shajapur (Distt.)

...Management

CASE NO. CGIT/LC/R/92/2016

The General Secretary
Dainik Vetan Bhogi Bank Karmchari Sangathan,
F-1, Tripathi Vihar,
Opp. Engg. College, Ujjain-456010

...Workman

Versus

The Bank of India,
Zonal Office, C-2, Kshipra Vihar
Dewas Road, Nagzhiri
Ujjain – 456010

...Management

AWARD

(Passed on this 7th day of February-2024.)

In case number R/33/2015, Government Of India, Ministry of Labour vides it letter Number L-12011/94/2014 (IR(B-II)) dated 27/02/2015 has sent following reference for adjudication –

"क्या बैंक ऑफ इंडिया, शाखा कनाड ज़िला शाजापुर ज़ोनल ऑफिस उज्जैन म.प्र. द्वारा श्री अशोक कुमार देशाई को 01.11.2010 से 16.05.2012 तक काम करवाकर बिना किसी नोटिस या मुआवजा के काम से प्रथक कर देना औ.वि.अधि. के अंतर्गत न्यायोचित है? अगर नहीं तो श्री अशोक देशाई किस अनुतोष के अधिकार है?"

In case number R/22/2015, Government Of India, Ministry of Labour vides it letter Number L-12011/90/2014 (IR(B-II)) dated 17/02/2015 has sent following reference for adjudication –

"Whether the demand of union claiming difference of wages in favour of Shri Ashok Kumar Desai, daily wage employee from 23.04.11 to 16.05.12 is justified or not? What relief the daily wagger is entitled for?"

In case number R/92/2016, Government Of India, Ministry of Labour vides it letter Number L-12012/46/2016 (IR(B-II)) dated 26/09/2016 has sent following reference for adjudication –

"1) Whether the demand made by the Union for payment of Bonus in respect of Mr. Ashok Desai (Daily wage worker) by the Bank of India, For the period from 24-11-2010 to 7-1-2012=89 days Rs. 664/- and for the period from 6-7-2011 to 16-5-2012=300 days Rs. 5278/- total amount due Rs. 3942/- is justified or not? 2) Whether the statement made by the Bank of India they have already paid Bonus for year 2010-11 for 65 days Rs. 120 And for 2011-12 for 226 days for Rs. 4520/- and that nothing is due now is correct or not? 3) Finally, how much amount of Bonus is still due to be paid to Mr. Ashok Desai for the years 2010-11 and 2011-12 by the Bank of India. "

After registering a cases on the basis of the references, notices were issued to the parties. They appeared and filed their respective statements of claim and defence.

Case of the workman is that he was appointed by the Branch Manager as peon on November 1, 2010 under his oral orders. His wages were Rs. 40/-per day, which was increased from time to time. He worked as as per the directions of the Branch Manager his work was that of a peon. He was disengaged by management on May 16 2012 without notice or compensation, which is in violation of section 25F of Industrial Disputes act 1947, hereinafter referred to by the word 'Act'. It is his case that he worked for a period of more than 240 days in every year, including the year preceding the date of his disengagement. He raised a dispute. After failure of conciliation, the reference was made by the Central government to this tribunal. Accordingly, the workman has prayed that, he be reinstated with all back wages and benefits, holding his disengagement against law.

In the case R/22/2015, the workman side has claimed parity in wages with regular employees doing the same job in the light of the Bi-partite Settlement on the basis of same allegations.

In the case R/92/2016, the workman side has claimed increased bonus amount on the allegations that he worked for 89 days from 24/11/2010 to 07/01/2012 Rs 664/-,for the period from 06/07/2011 to 06/05/2012 for 300 days Rs 5378/-,thus total amount Rs 5942/-.

The case of management. In short, is that firstly, the Workman is not a workman as defined under section 2(s) of the Act. Secondly, he was not appointed against any vacancy following any recruitment procedure. He was simply a daily wager casual labour, who was engaged as and when required and was paid his wages accordingly. He never completed 240 days in any year, including the year preceding the date of his earliest disengagement. Hence, his disengagement is not against law. It is further, the case of management that in the year preceding the date of his disengagement. That is 2011-2012, he worked only for 226 days. He worked only for a period of 65 days in the year 2010- 2011. The management has rebutted the claim of the workman regarding pay parity on the ground that the Bipartite Settlement is applicable with respect to only the regular employees of the management Bank. Hence, only the regular employees of the management are entitled to get wages and salaries as mentioned in the Bipartite Settlement. According to management, since the workman in the case in hand was a casual daily wager labour, required to work to the Bank as and when required, parity regarding wages in the light of bipartite settlement was not legally admissible to him. Accordingly, it has prayed that the references be answered against the Workman.

Since the parties in these references are the same and their claims are based on identical facts, hence these references are being answered by common award.

In evidence, the workman has filed some photocopy documents which are different letters regarding Internal communications in the bank and to the president of the union as well, reply submitted by bank before the Assistant Labour Commissioner, which are Ex W1 to Ex W4. The workman has further filed photocopy vouchers which have been denied by management and have been proved by the Workman by way of secondary evidence.

The workman has filed his affidavit in his evidence and has been cross-examined by management.

Management has filed the affidavit of its witness. He has been cross-examined by workman.

I have heard arguments from both the learned counsels of Workman and Management. I have gone through the record as well.

Following issues arise in these cases in hand for determination. They are-

- 1- Whether the Workman has successfully completed 240 days in continuous service of the management bank as claimed by in any year, including the year preceding the date of his disengagement?
- 2- Whether the disengagement of the workman is against law?
- 3- Whether the workman is entitled to get difference of salary as claimed by him?
- 4- Whether the workman is entitled to get bonus as claimed by him?
- 5- Whether the Workman is entitled to any relief in these cases?

Issue number one-

Before entering into any discussion, section 2(s) of the act , section 25B and section 25F & 25G of the Act are required to be reproduced and are being reproduced as follows –

Section 2(S)-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) Who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) Who is employed in the police service or as an officer or other employee of a prison, or
- (iii) Who is employed mainly in a managerial or administrative capacity, or
- (iv) Who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

Section 25 B:-Definition of continuous service.- For the purposes of this Chapter,--

- (1) A workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;
- (2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer-
 - (a) For a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-
 - (i) One hundred and ninety days in the case of a workman employed below ground in a mine; and
 - (ii) Two hundred and forty days, in any other case;
 - (b) For a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than-
 - (i) Ninety-five days, in the case of a workman employed below ground in a mine; and
 - (ii) One hundred and twenty days, in any other case.

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25N. Conditions precedent to retrenchment of workmen.-

- (1) No workman employed in any industrial establishment to which this Chapter applies, who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until,- (a) the workman has been given three months' notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice; and (b) the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority) has been obtained on an application made in this behalf.

Rule 77. Maintenance of seniority list of workmen:-The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their

service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

Admitted is the fact between the parties that the workman was a daily wager casual labour, working with the management. Parties are at a difference on the point whether the Workman completed 240 days or more in continuous service as mentioned above in any year or year preceding the date of his disengagement.

Learned counsel for the workman has submitted that the workman had filed photocopy documents and has also filed an application seeking direction to management to file documents mentioned in the application. He further submits that since the documents in original are in custody of the management and were not filed in spite of direction of the tribunal, adverse inference will be drawn against the management that had these documents been filed, they would have been against the case of management. Learned counsel further submits that the workman has discharged its initial burden to prove that he was in continuous engagement of management for 240 days in every year, and now it was further management to disprove this fact.

Learned counsel has relied on following decisions of the Supreme Court –

1-Director fisheries Department Vs Bhikhubhai Meghaji bhai Chawda 2010(2) MP LJ 30 para15.

2-Gaurishankar Vs State Of Rajsthan 2016 (1) SCC(L&S)546 para 20,21,&22

3-Ajaipal Singh Vs Haryana Warehousing Corpn (2015)6 SCC 321 para 9& 19

The perusal of the record shows that the workman had filed application for production of documents. The management filed written reply to the application. This application was heard and decided by my learned predecessor, while his order dated August 10, 2017. This order goes to show that in compliance of order of this Tribunal dated November 10, 2016 and the documents for the period of 2012. Rest of the documents not available. The workman was granted opportunity to prove the photocopy documents filed by him by way of secondary evidence which he did avail. In these circumstances, the case laws, referred to from the workman side do not help him.

In his affidavits, the workman has stated that he worked continuously for a period of 240 days in every year. He has further stated that he worked for the period of 89 days from 24/11/2010 to 07/01/2012 & for the period from 06/07/2011 to 06/05/2012 for 300 days. He has filed photocopy vouchers. I have gone through the vouchers. These are of different years not in the regular setting these vouchers do corroborate the statement of the workman that he worked with the management, but they do not corroborate his this is statement that he worked continuously for a period of 240 days in any year, including the year preceding the date of his disengagement. On the other hand, management witness has categorically stated that the Workman worked for a period of less than 240 days in the year preceding the date of his disengagement and also that he never completed 240 days in continuous service in any year. He has also stated in his affidavit that the workman worked for 65 days only during the period of 2010-2011. This witness has been cross-examined by workman side but there is nothing to discredit him.

On the basis of above discussion, the case of the workman that he continuously worked for 240 days in any year, including the year preceding the date of his disengagement is held not proved.

Further, the claim of the workman that he worked for 89 days in 2010-2011 & 300 days in 2011-2012 is also held not proved.

Issue no. one is answered accordingly.

Issue number two –

On the basis of finding recorded on issue number one, the disengagement of the workman is held not in violation of any law and the issue is answered accordingly.

Issue number three-

There is no mention of daily wagers in the Bipartite Settlement, 1966. Only the regular cadre employees have been mentioned in the settlement and have been made entitled to get pay and wages as mentioned in the

settlement. Hence, the applicant Workman in the case in hand, is held not entitled to pay parity with regular employees of the Bank and issue number three is answered accordingly.

Issue number four-

On the basis of findings recorded on issue number one, the claim of the workman regarding enhanced bonus is held not tenable in law and this issue is answered accordingly.

Issue number five -

On the basis of findings recorded on issue number one and two, the Workman is held entitled to know relief as claimed by him in these three case and the issue is answered accordingly.

AWARD

Holding the action of management is not against any law, the reference in the case No R/33/2015 is answered against the Workman. The workman is held entitled to no relief.

In the case R/22/2015 & R/92/2016 also the workman is held entitled to no relief and these references are answered accordingly.

A copy of this award be kept in all the three cases.

No order as to cost.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 07/02/2024

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राष्ट्रीय आवास बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I - दिल्ली के पंचाट (संदर्भ सं.155/2018) को प्रकाशित करती है।

[सं. एल-12011/46/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th, April, 2024

S.O. 719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 155/2018) of the Cent.Govt.Indus.Tribunal-cum-Labour Court -I Delhi as shown in the Annexure, in the industrial dispute between the management of National Housing Bank and their workmen.

[No. L-12011/46/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1
ID No.155/2018**

Sh. Yashveer Singh & others
Through All India General Mazdoor Trade Union (Regd),
170, Bal Mukund Khand, Giri Nagar,
Kalkaji, New Delhi-110019

...Claimant

Versus

1. National Housing Bank,
Core A, India Habitat Centre,
Lodhi Road,
New Delhi-110003
2. M/s SOMC Cavaliers Pvt. Ltd.,
No.73, Jambo House, 1st Floor,
Okhala Phase-III,
New Delhi-110020.

...Management

None for the claimant

Sh. Aseem Kumar Sahay, A/R for the management no.1

None for the management no. 2.

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-12011/46/2017-IR(B-II)) dated 15.02.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the 11 point demands(Annexure-A) raised by Sh. Yasveer Singh and 11 others through All India General Mazdoor Trade Union, New Delhi against (1) National Housing Bank, Lodhi Road, N.D.(Main Employer), (2) M/s SOMC Cavaliers Pvt. Ltd., N.D. (Contractor) are legal, fair and justified? If yes, What relief the workman are entitled to?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed, rebuttal written statement filed on behalf of the management no. 2.

3. Rejoinder filed by the claimant on August 26, 2019 and issues were framed. Case was listed for claimant evidence on 21.11.2019. After that, claimant evidence was not filed. And also not present the claimant, despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no disputant award. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 12.02.2024

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार राष्ट्रीय आवास बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I - दिल्ली के पंचाट (संदर्भ सं. 10/2018) को प्रकाशित करती है।

[सं. एल-12011/47/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th, April, 2024

S.O. 720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I* Delhi as shown in the Annexure, in the industrial dispute between the management of National Housing Bank and their workmen.

[No. L-12011/47/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT DELHI - 1

ID No.10/2018

Sh. Yashvir Singh & 11 others
Through All India General Mazdoor Trade Union (Regd),
170, Bal Mukund Khand, Giri Nagar,
Kalkaji, New Delhi-110019

... Claimant

Versus

1. National Housing Bank,
Core A, India Habitat Centre,
Lodhi Road,
New Delhi-110003
2. M/s. SOMC Cavaliers Pvt. Ltd.,
No.73, Jambo House, 1st Floor,
Okhala Phase-III,
New Delhi-110020.

...Management

None for the claimant

Sh. Aseem Kumar Sahay, A/R for the management no.1

None for the management no. 2.

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-12011/47/2017 IR (B-II)) dated 26.12.2017 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

1. *"Whether the Management of National Housing bank and the Contractor M/s SOMC Cavaliers Pvt. Ltd., is liable for violation of Section 33 of the Industrial Dispute Act."*
2. *If yes, whether the workmen i.e. 1. Sh. Yashvir Singh S/o Sh. Jaipal Singh 2. Sh. Satyanarayan Jaiswal S/o Sh. Banwari 3. Sh. Anil Kumar Sharma S/o Sh. Hari Krishan Dev 4. Sh. Surender Prasad Singh S/o Late Sh. Yamuna Prasad Singh 5. Sh. Ravinder Kumar Rao S/o Sh. Veer Bhadur Rao 6. Sh. Munna Yadav S/o Sh. Rampati Yadav 7. Sh. Satender Upadhyay S/o Sh. Sarvesh 8. Sh. Shalesh Kumar Pandey S/o Sh. Param Hans Pandey 9. Sh. Prabhat Sharma S/o Late Sh. Ram Ashish Sharma 10. Sh. Shyam Sunder Ojha S/o Sh. Sanjay Kumar Ojha and 11. Sh. Rama Kant Singh S/o Sh. Bhagya Narayan alleged to have worked from 01/11/1995 to August, 2014 are entitled for reinstatement with all consequential benefits, if it is proved that their services were terminated without following due procedure.*
3. *"What other relief the said workmen are entitled to?"*

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed, rebuttal written statement filed on behalf of the management no. 2.

3. Rejoinder filed by the claimant on August 26, 2019 and issues were framed. Case was listed for claimant evidence on 21.11.2019. After that, claimant evidence was not filed. And also not present the claimant, despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no disputant award. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 12.02.2024

Justice VIKAS KUNVAR SRIVASTAVA (RETD.), Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 721.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, मैसर्स. इंडस टावर लिमिटेड, पुणे; निदेशक, मैसर्स. टीमलीज़ सर्विसेज लिमिटेड, चर्च रोड, पुणे, के प्रबंधन के संबद्ध नियोजकों और श्री सचिन वसंत पवार, कामगार, द्वारा- इंडस मोबाइल टावर तकनीकी कर्मचारी संगठन, औरंगाबाद, के बीच अनुबंध में निर्दिष्ट श्रम न्यायालय-2 औरंगाबाद पंचाट (संदर्भ संख्या 33/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.04.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-64-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th, April, 2024

S.O. 721.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2018) of the Labour Court-2 Aurangabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, M/s. Indus Tower Ltd., Pune ; The Director, M/s. TeamLease Services Ltd., Church Road, Pune, and Shri Sachin Vasant Pawar, Worker, through-Indus Mobile Tower Technical Karmachari Sanghatana, Aurangabad, which was received along with soft copy of the award by the Central Government on 16.04.2024.

[No. L-42025-07-2024-64-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE 2nd LABOUR COURT AT AURANGABAD

Presided over by : Shri. S. S. Sahasrabudhe

Reference IDA No. 33 / 2018

...Exh.O-6

CNR No. MHLC200027402016

1) The Director, M/s. Indus Tower Ltd.,

...First Party No.I

E crore, Office no.2010, 2nd Floor, Marvbel Edge,
Viman Nagar, Pune. Pune-411 014.

2) Director, M/s. TeamLease Services Ltd.,

... First Party No.II

Office # 509, 5th Floor, Nucleus MLL, 1
Church Road, Pune-411001

Vs.

Shri.Sachin Vasant Pawar represented by Union,

.. Second party

Indus Mobile Tower Technical Karmachari

Sanghatana, C/o. Shri.Narayan V. Ghule, 75/5, K Sector,

Pawan Nagar, N-9, CIDCO, Aurangabad-431 003.

AWARD

1. The Deputy Director, Government of India, Ministry of Labour / Shram Mantralaya, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this industrial dispute to this Court for adjudication of industrial dispute between the employers in relation to the management of M/s. Indus Tower Ltd., and their workmen.

2. It reveals from record that, notice issued to the second party at Exh.O-5 returned back with postal remark as “unclaimed”. It means inspite service of notice second party failed to appear. The matter is pending for taking steps since long. As second party has never turned up in the Court therefore it appears that he is not interested in proceeding with this case. Hence, I proceed to pass following order.

ORDER

- Reference is answered in the negative for want of prosecution.
- Copy of Award be sent to The Deputy Director, Government of India, Ministry of Labour / Shram Mantralaya, New Delhi for appropriate action.

Aurangabad

Dated : 10/05/2023

S. S. SAHASRABUDHE, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कंटेनर कॉर्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधतंत्र, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I-दिल्ली के पंचाट (संदर्भ सं. 121/2015) को प्रकाशित करती है।

[सं. एल-41011/23/2015- आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 16th, April, 2024

S.O. 722.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 121/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I* Delhi as shown in the Annexure, in the industrial dispute between the management of M/s Container Corporation of India Limited and their workmen.

[No. L-41011/23/2015- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI-1

ID No.121/2015

Sh. Prayag Dutt S/o Sh. Heera Bullabh Bisht
Through Indian Steel and Metal Workers Union (Regd),
1800/9, Govindpuri Extension,
Main Road, Kalkaji,
New Delhi-110019.

... Claimant

Versus

1. M/s Container Corporation of India Limited,
Inland Container Depot.
Tughalakabad,
New Delhi-110020

2. M/s Roadwings International Pvt. Ltd.
C/o Container Corporation of India Limited,
Inland Container Depot.
Tughalakabad,
New Delhi-110020.

...Managements

None for the claimant

Sh. B.S. Rana, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-41011/23/2015-IR(B-I) dated 06.05.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the Management No. 2 i.e. M/s Roadwings International Ltd. in terminating the services of the workman Sh. Prayag Dutt S/o Sh. Heera Bullabh Bisht from the establishment of Management No. 1 i.e. Container Corporation of India Ltd. ICD, Tughalakabad is illegal and/or unjustified and, If yes to what relief is the workman entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed, rebuttal written statement filed on behalf of the management no. 2.

3. Rejoinder filed by the claimant on May 02, 2017 and issues were framed. Case was listed for claimant evidence on 05.07.2017. After that, claimant evidence was not filed. And also not present the claimant, despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no disputant award. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 09.02.2024

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स कंटेनर कॉर्पोरेशन ऑफ इंडिया लिमिटेड के प्रबंधतंत्र, संबंधित नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I - दिल्ली के पंचाट (संदर्भ सं. 122/2015) को प्रकाशित करती है।

[सं. एल -41011/24/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 16th, April, 2024

S.O. 723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.122/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I* Delhi as shown in the Annexure, in the industrial dispute between the management of M/s Container Corporation of India Limited and their workmen.

[No. L-41011/24/2015- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI - 1

ID No.122/2015

Sh. Sunil Singh S/o Sh. Gajender Singh
Through Indian Steel and Metal Workers Union (Regd),
1800/9, Govindpuri Extension,
Main Road, Kalkaji,
New Delhi-110019.

...Claimant

Versus

1. M/s Container Corporation of India Limited,
Inland Container Depot.
Tughalakabad,
New Delhi-110020

2. M/s Roadwings International Pvt. Ltd.
C/o Container Corporation of India Limited,
Inland Container Depot.
Tughalakabad,
New Delhi-110020.

...Management

None for the claimant
Sh. B.S. Rana, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-41011/24/2015 (IR(B-I)) dated 06.05.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the Management, in terminating the services of the workman Sh. Sunil Singh S/o Sh. Gajender Singh is illegal and/or unjustified and, If yes to what relief is the workman entitled and what directions are necessary in this respect?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Claim statement filed, rebuttal written statement filed on behalf of the management no. 2.

3. Rejoinder filed by the claimant on May 02, 2017 and issues were framed. Case was listed for claimant evidence on 05.07.2017. After that, claimant evidence was not filed. And also not present the claimant, despite providing a number of opportunities, claimant have not appeared to substantiate his claim.

4. Hence, in these circumstances this tribunal has no option except to pass the no disputant award. No disputant award is passed accordingly. File is consigned to the record room. A copy of this award is hereby send to the appropriate government for notification under section 17 of the I.D. Act, 1947.

Date: 06.02.2024

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 724.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.डब्ल्यू.आई.वायु सेना, के प्रबंधन के संबद्ध नियोजकों और श्री हेमसिंह, कामगार, के बीच अनुबंध में निर्दिष्ट न्यायालय, औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, बीकानेर पंचाट (संदर्भ संख्या C.I.T.Ref.No.124 of 2006 (82 of 2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.04.2024 को प्राप्त हुआ था।

[सं. एल - 42025-07-2024-65-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th, April, 2024

S.O. 724.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. C.I.T.Ref.No.124 of 2006 (82 of 2014) of the Court, Industrial Tribunal and Labour Court, Bikaner, as shown in the Annexure, in the Industrial dispute between the employers in relation to C.W.I.Air Force, and Shri Hem singh, Worker, which was received along with soft copy of the award by the Central Government on 16.04.2024.

[No. L-42025-07-2024-65-IR (DU)]

DILIP KUMAR, Under Secy.

अनुबंध

न्यायालय, औद्योगिक न्यायाधिकरण एवं श्रम न्यायालय, बीकानेर

C.I.T.Ref. No. 124 of 2006 (82 of 2014)

हेमसिंह बनाम C.W.I.Air Force

तारीख हुक्म	हुक्म या कार्यवाही मय इनीसियल जज	नंबर व तारीख अहकाम जो इस हुक्म की तामील में जारी हुई
28.02.2023	नियोजक प्रतिनिधि उपस्थित । पत्रावली के अवलोकन से प्रकट होता है कि पूर्व पेशी दिनांक 05.12.2022 को प्रार्थी हेमसिंह के पुत्र नरेन्द्र सिंह ने प्रार्थी हेमसिंह का मृत्यु प्रमाण पत्र पेश कर अपने	

पिताजी हेमसिंह की मृत्यु होना जाहिर किया । पेशी दिनांक 05.12.2022 के पश्चात प्रार्थी की ओर से किसी के उपस्थित नहीं आने पर प्रार्थी के पुत्र नरेन्द्र सिंह को आगामी कार्यवाही/वारिसान सूची बाबत नोटिस जारी किए गए । जिस पर आज दिनांक 28.02.2023 को प्रार्थी हेमसिंह के पुत्र नरेन्द्रसिंह ने एक प्रार्थना पत्र प्रस्तुत कर जाहिर किया कि उसक पिताजी स्व. श्री हेमसिंह एम.ई.एस. के श्रमिक के रूप में कार्यरत थे जिनका दिनांक 05.08.2022 को स्वर्गवास होने के कारण वे पैरवी करने में असमर्थ है । अतः श्रमिक की मृत्यु होने के कारण केस बन्द किये जाने की प्रार्थना की । सुना गया ।

चूँकि प्रकरण में प्रार्थी/श्रमिक हेमसिंह की दिनांक 05.08.2022 को मृत्यु हो चुकी है तथा मृत्यु प्रमाण पत्र संलग्न पत्रावली है । इसक अतिरिक्त स्वयं प्रार्थी हेमसिंह का पुत्र नरेन्द्रसिंह ने भी न्यायालय में अपने पिता की मृत्यु होने का तथ्य स्वीकार किया है तथा केस बंद किये जाने की प्रार्थना की है । किसी भी वारिस को रिकार्ड पर लाने की प्रार्थना नहीं की है । उपरोक्त परिस्थितियों में प्रार्थी हेमसिंह के विरुद्ध की गई कार्यवाही **Abate** की जाती है।

अतः प्रार्थी हेमसिंह के विरुद्ध कार्यवाही **Abate** हो जाने के कारण कोई विवाद नहीं रहा है । अतः आदेशिका औद्योगिक विवाद अधिनियम, 1947 की धारा 17(1) के अन्तर्गत भारत सरकार को प्रकाशनार्थ भेजी जावे।

कृष्ण स्वरूप चलाना, न्यायाधीश

पत्रावली फ़ैसल शुमार होकर बाद तकमिल दाखिल दफ़्तर हो।

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 725.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबंधित नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ सं. 08/2019) को प्रकाशित करती है।

[सं. एल-12011/24/218- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 16th, April, 2024

S.O. 725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/24/2018- IR(B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGIT/LC/R/08/2019

Present: P.K.Srivastava, H.J.S..(Retd)

The General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan,
F-1, Tripti Vihar, Opp. Engg. College,
Ujjain (MP)-456010

... Workman

Versus

The Chief General Manager,
State Bank of India, Hosangabad Road,
Bhopal (MP)-462004

...Management

AWARD
(Passed on this 26Th day of February-2024.)

As per letter dated 18/12/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number L-12011/24/2018(IR(B-I)) dt. 18/12/2018. The dispute under reference related to :-

"Whether the following allegations made by the union, Dainik Vetan Bhogi Bank Karmchari Sangathan, against the management of State Bank of India, Bhopal, in the matter of Shri Daulat Singh Gehlod, are amounts to unfair labour practice under I.D Act.?"

- a) Not giving appointment letter and not giving termination letter.**
- b) Payment was not made as per pay scale/skill wage.**
- c) Minimum Wages not paid.**
- d) Muster Roll has not been maintained as per Section 25-D of ID Act.**
- e) Applicants have worked 240 days in a year.**
- f) After working for 06 days, the Wages for weekly off and National Holidays 26th January, 15th Aug were deducted.**

If yes, what relief the workman is entitled to?"

After registering the case on reference received, notices were sent to the parties and were duly served on them. Time was allotted to the workman to submit his statement of claim. In spite of allotment of time and service of notice, the workman never turned up and submitted his statement of claim. Management also did not file its written statement of claim/ defence. No evidence was ever produced by any of the parties in this Tribunal.

The Initial burden to prove his claim is on the workman. Since the workman did not file any pleading nor did he file any evidence, in the absence of any evidence in support of holding the claim of workman not proved the reference deserves to be answered against the workman and is answered accordingly.

AWARD

In the light of this factual backdrop, holding that the claim of the workman is not proved, the reference deserves to be answered against the Workman and is answered accordingly.

Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

DATE: 26/02/2024

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2024

का.आ. 726.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, I - दिल्ली के पंचाट (संदर्भ सं. 230/2022) को प्रकाशित करती है।

[सं. एल-41011/45/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 16th, April, 2024

S.O. 726.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 230/2022) of the Cent.Govt.Indus.Tribunal-cum-Labour Court -I Delhi as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen.

[No. L-41011/45/2022- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, NEW DELHI

ID No. 230/2022

The General Secretary,
D.K. Mazdoor Union 17, Ramchandra Colony,
Opp. Kalghidhar Society
Kalapinagar, Asarva
Ahmedabad, Gujrat - 320016.

...Workman

Versus

Sh. Rajbir Singh Dangi,
Sr. DEV-IV, Northern Railway,
DRM Office State Entry Road,
New Delhi - 110055.

...Management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No-L-41011/45/2022-IR(B-I) dated 01.07.2022 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of Northern Railway to impose a punishment by reducing the pay scale of the workman Sh. Narender Kumar Panchal without holding proper departmental enquiry in violation of the principle of natural justice is fair & legal? If not, what relief the workman is entitled to?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favor of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 06.02.2024

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer